

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING

REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
May 10, 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
CONSENSUS ON EXTENDING PRIVATE ROADWAY**

Commissioner Phillippe: Alright, the first order of business this evening is APC.

Molly Barnhill: Our first item is a Consensus on Extending a Private Roadway. It's Fortune Road. The property owner is James Boyer. It's currently, the owner, Sherri's, here and their surveyor Mark Chamness is here. There's an exhibit in your packet showing the area.

Commissioner Johnson: Hi.

Molly Barnhill: They're wanting to...

Commissioner Phillippe: (Inaudible) time (inaudible).

Roger Emmons: How are you?

Molly Barnhill: So, they're wanting to split some property at the southern end at this road, but the road's only eighteen-like point five (18.5) wide, so it does not conform to the Ordinance. It'd have to be, stay a private road, but they're requesting to extend it for one (1) additional building site. So, we're just looking for a consensus on this.

Commissioner Saylor: So, help me understand this map. So, are we going to, where this says existing house, are we going that way? Or going the opposite way?

Sherrie Sievers: We're going south, is that right, Mark?

Mark Chamness: Yes.

Commissioner Saylor: Or you want to extend what's in the yellow?

Mark Chamness: Yeah, in the yellow there is what, is the portion of the road, there's a drive already there. But, to access this southern portion of the property, there's forty (40) some acres down there. And her grandson would like to put a house on it.

Commissioner Saylor: Oh, okay.

Sherrie Sievers: Dan, if I may, Sherrie Sievers, and I am P.O.A. for Jim Boyer, my father, and this is my father's property. My father is in a nursing home and he can't really function right now. And we're having to sell his property because of insurance purposes and things of that nature. So, my nephew is wanting to buy this back parcel and he would eventually like to put a home on it. And Mark has gone down and surveyed everything and then the front parcel, my son, Billie Rininger is wanting to purchase that.

Mark Chamness: Yeah, the existing house that's there is on the driveway. This is for the southern portion there to be extended, the right-of-way needs to be extended so that they can have access.

Commissioner Phillippe: I assume both the boys are okay with this? Right?

Sherrie Sievers: Yeah. They're good.

Commissioner Phillippe: Okay. Bobby?

Commissioner Saylor: Bobby? You have any issues with this?

Bobby Howard: No, it's a private roadway and they're trying to extend it to be in compliance with our Ordinance, so they can divide the property among family.

Commissioner Saylor: So, we need a motion or just a consensus?

Commissioner Johnson: Consensus.

Molly Barnhill: Consensus. Yep.

Commissioner Phillippe: I'm fine with it.

Commissioner Johnson: I'm fine with it.

Commissioner Saylor: I'm good with it.

Sherrie Sievers: Thank you.

REQUEST TO REZONE

PC-R-21-01

ORDINANCE 2021-21

Molly Barnhill: Our next item is a Request to Rezone. It's PC-R-21-01. Petitioner is Chris Gilkey. The owner is Chris A. and Alicia A. Gilkey. It's to rezone one point eight-five (1.85) acres located zero (0) feet southeast of the intersection formed by Lincoln Avenue and State Road 261 from A, Agriculture Zoning District to C-2, Community Commercial Zoning District with a Use and Development Commitment. It's Ohio Township. Complete legal's on file. It was advertised in the Standard February 25th. The APC gave a unanimous positive recommendation for the C-2 Community Zoning District with a Use and Development limiting the use to all uses except backyard chickens, taverns, bars, night clubs and restaurants serving alcoholic beverages and package liquor stores. They have also added in their Use and Development, there will be no alcohol sales and/or consumption on the premises as long as the church is the adjourner to the south. Unless the premises is developed as a residential use, homes, apartments, town homes, or condominiums, and then alcohol can be consumed on the premises.

Commissioner Phillippe: Alright, any questions?

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. On the flip side of that paper is a blowup. That sits at the intersection of about fourteen thousand (14,000) cars a day. Those are the two (2) highest class County roads that we have in Warrick County. And so, we think it's a great location for an infill project and we worked with the church extensively with the Use and Development Commitment the way it worked for both sides. And actually, the State law, as Mr. Glass could tell you, it prohibits the sale of alcohol there and within a certain number of feet within the church. But, in case they all would ever change, that's why we went above and beyond and said as long as there's a church there, there would be no alcohol sales there. And so, that's why that's added on to the use and development commitment after the fact, or before it went to the Planning Commission again. We worked with them and I got that hammered out. Happy to work with the church and make sure everybody's happy.

Commissioner Phillippe: Very good. Any questions?

Commissioner Johnson: No, I went through it with APC.

Commissioner Phillippe: Questions? I'll entertain a motion.

Commissioner Saylor: I make a motion to approve the rezone request for PC-R-21-01.

Kristine Georges: That would also be Ordinance 2021-21.

Commissioner Saylor: And Ordinance as stated.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Very good. I've got 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).

Jim Morley, Jr.: Thank you all.

(Ordinance 2021-21 is located on Pages 22 through 23 of these Official Minutes)

STREET CONSTRUCTION PLANS

PP-21-03 VICTORIA WOODS SECTION 1

Molly Barnhill: We have Street Construction Plans. The first one (1) is PP-21-03, Victoria Woods, Section 1. The petitioner and owner is Oakland Holdings, LLC, by Jordan Aigner, managing member. It's three hundred ninety-one and zero-two acres (391.02) located on the northeast of the intersection of Oak Grove and Roslin, Wethers and Roeder Road are all right there at that intersection. Boon Township, 17-6-8, and also 18-6-8. Complete legal is on file. This was advertised in the Standard April 29, 2021. And the County Engineer has reviewed the street plans and has signed off on the dollar amount.

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. This is the same project just was in before you for Drainage Board. The main access for this project is the, using the same pictures that showed earlier, this leg coming down here to the intersection of Roslin and Oak Grove Road would be the main access into this subdivision. It will have a back entrance out to the corner, comes out to the corner of Jenner and Baker. The majority of the traffic will come out the front entrance out onto Oak Grove Road there at Roslin Road. This was the project, you may have seen this years ago so to speak in the Greenlife Project and they never had that second access out there. They, at one (1) point, talked about it wandering past the maintenance building for the golf course and some different ideas. The current owner was able to purchase right-of-way going out to Oak Grove Road from Mr. Wood. And that's, that's the leg that now comes down, down the sheet. You're looking at it, it's right in the middle, that dark line coming right down the gut there. Yeah. So,

asphalt multipurpose path that goes through a large portion of it and then there's some other areas that have some concrete sidewalks in it, a portion of it also.

Commissioner Phillippe: Bobby, do you have anything to add?

Bobby Howard: The plan meets the Subdivision Control Ordinance requirements, so I'd recommend approval.

Commissioner Saylor: I, I have a question. Is the pathway going to come out by this road?

Jim Morley, Jr.: No, the current plan is to bring the path from, up past the golf course area. When the right-of-way was purchased, when the property was purchased from Mr. Wood, he was confined on how much he was willing to spend. But as, if we bring it up passed the, they're gonna, it's gonna come up past the old, the Victoria maintenance facility and then it will turn right and go past kind of the pump house and down that old access road there.

Commissioner Saylor: Roslin?

Jim Morley, Jr.: Yeah. Well, it comes off of Roslin, so it goes north off of Roslin past the maintenance building and then goes up and turns, or kind of turns a ninety (90) degree bend where the creek is and goes past the pump house and there's a really nice area there with it's got a woody creek on one (1) side and the spoil banks on the other side. So, it will be a nice approach into the project.

Commissioner Phillippe: Any other questions? No? Anything from the audience? I'll entertain a motion.

Commissioner Saylor: I make a motion to approve the street construction plans for PP-21-03, Victoria Woods, Section 1.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Very good. I've got a first and a second. All in favor please say, aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Phillippe: Aye. Motion carries three, zero (3-0). I did not.

Jim Morley, Jr.: Thank you all, appreciate it.

(PP-21-03 is located on Pages 23 through 25 of these Official Minutes)

PP-21-05 BELL ROAD APARTMENTS PUD EAST

Molly Barnhill: Our last thing is another...

Roger Emmons: You might want to do that.

Commissioner Phillippe: Okay.

Molly Barnhill: We have another Primary Plat for street construction plans. It's PP-21-05, Bell Road Apartments PUD East. Petitioner and owner is Crescent Valley Capital, LLC, by Raiza Indiana Trust. Did I say that right?

Glen Meritt: Your guess is as good as mine.

Molly Barnhill: Mansoor Khan is the manager. It's sixteen point six (16.6) acres located on the west side of Bell Road approximately five hundred (500) feet north of the intersection formed by Bell Road and High Pointe Drive. Ohio Township, 22-6-9, complete legal on file. Was advertised in the Standard on April 29, 2021. The County Engineer has also reviewed these plans and signed off on the dollar amount.

Glen Meritt: Glen Meritt, I'm the engineer on the project. This is the same one (1) that came up earlier before you for Drainage Board. It is an apartment complex. The street's internal. They're all private. It ties into the Section 1 portion that was just recently, construction was just recently completed and this one (1) makes a connection out to the new, newly constructed Bell Road improvements that Warrick County has been working on. Like I said, the roads are all private. I'd be happy to answer any questions you guys may have.

Commissioner Phillippe: Questions? Bobby, questions/comments?

Bobby Howard: The plan meets Subdivision Control Ordinance PUD requirements. Recommend approval.

Commissioner Phillippe: Very good, I'll entertain a motion.

Commissioner Johnson: I make a motion to approve the street plans for PP-21-05 Bell Road Apartments PUD East.

Commissioner Saylor: Second.

Commissioner Phillippe: Very good. I've got 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). Molly, let me interrupt you here. Are you finished?

Glen Merritt: Thank you very much.

Molly Barnhill: Yes.

Commissioner Phillippe: I apologize to the audience I didn't give the chance for anyone to speak regarding the PC-R-21-01. Was there anyone in the audience to speak for or against that? Wanted to make sure I gave that opportunity. Apologize for the lapse.

Roger Emmons: Thank you, Terry.

Commissioner Phillippe: Okay, very good.

(PP-21-05 is located on Pages 25 through 26 of these Official Minutes)

**APPROVAL OF MINUTES
APRIL 26, 2021**

Commissioner Phillippe: Next item of business is the Consent Agenda.

Roger Emmons: Got your minutes.

Commissioner Saylor: Approval of Minutes.

Roger Emmons: First, at least on my agenda.

Commissioner Saylor: It's on the bottom.

Commissioner Phillippe: Oh, there it is. Next item of business is the Approval of Minutes.

Commissioner Saylor: I make a...

Commissioner Phillippe: That's from April 26th.

Commissioner Saylor: I make a motion to approve the April 26th minutes.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

**CONSENT AGENDA
UNITED BANK 19TH ANNUAL COMMUNITY DAY REQUEST TO CLOSE A
SECTION OF LAKE SHORE DRIVE
RATIFY APPROVAL OF CHANGE ORDER FROM UNIVERGE BLUE
BUSINESS CLOUD SERVICES
MOTOR VEHICLE LEASE BETWEEN THE WARRICK COUNTY SCHOOL CORPORATION
AND THE WARRICK COUNTY COMMISSIONERS**

Commissioner Phillippe: Okay, Roger, sorry about that.

Roger Emmons: Thank you, Mr. President. I have three (3) items. This is on the Consent Agenda for which I would add any information or details that you want or just approve by motion.

Commissioner Phillippe: Any questions about the Consent Agenda? I'm familiar with all the items.

Commissioner Johnson: No.

Commissioner Saylor: Does, do you want to just read the title of it?

Todd Glass: That would be fine.

Commissioner Saylor: Yeah, read the title

Commissioner Phillippe: Yeah.

Roger Emmons: Okay. First one (1) is United Bank's, United Fidelity Bank's 19th Annual Community Day request to close a section of Lake Shore Drive on, that's going to be on Saturday, June 5th from 10:00 AM to 1:00 PM. Number two (2) is a change order for the Univerge Blue Business Cloud Services by NEC to add twenty (20) D.I.D. lines, new or ported, to the total monthly cost for the Sheriff's Office. It's only for seventy-two dollars (\$72.00). Then three (3) is the motor vehicle lease between the School Corporation and the Commissioners for which Transportation Manager, Brian Flowers, has submitted the registration paperwork to the BMV. So, those are those in a nutshell.

Commissioner Johnson: So moved.

Commissioner Saylor: 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, Sir.

(Universe Blue Change Order is located on File in the Auditor's Office)

(Motor Vehicle Lease is located on File in the Auditor's Office)

ITEMS FOR DISCUSSION
**MIKE ENGLEMAN - PEABODY SENIOR MANAGER OF ENGINEERING
DISCUSS APPROVAL OF TYPICAL CROSS SECTION FOR PROPOSED ROAD
IMPROVEMENT PROJECT ON SEVEN HILLS ROAD**

Roger Emmons: I'm next up also.

Commissioner Phillippe: I believe it's the Items for Discussion.

Roger Emmons: Sorry, Mike Engleman is here with the, he's Peabody's Senior Manager of Engineering, to Discuss Approval of a Typical Cross-Section for their proposed Road Improvement Project on Seven Hills Road. I think Mike has some handouts for you.

Mike Engleman: I do. Yes.

Roger Emmons: Give him time to hand those out. Appreciate you coming today, Mike.

Mike Engleman: Not a problem. Appreciate the time.

Commissioner Saylor: Thank you, Sir.

Mike Engleman: Um hum. Just two (2) sheets here. So, this should be fairly quick. I'll get to it in just a second.

Roger Emmons: Thank you, much.

Mike Engleman: Again, my name's Mike Engleman, I'm the engineering manager representing Peabody in this item. We have an existing Road Use Agreement with Peabody established back in December of '19. Per that agreement, the way it stipulates is that any kind of improvements or maintenance that needs to be done outside of the normal needs to come before the Engineering and Board to approve of that before we do this. So, what I'm asking, if you look at the first page, it's just an aerial photo of the section of Seven Hills Road that we currently have under the agreement that we're hauling from our Seven Hills coal yard on the left to the east. So, we're coming out of our coal yard on the west section, coming across the bottom, crossing the Pigeon Creek Bridge and then on to the east, nine hundred fifty (950) feet on the east section. And the reason why I've got them different colors is that the west section is going to be represented, if you turn the page, by the top cross-section on the second page. That's the worst area that we've seen. We've been trying to proactively manage the maintenance on this road. But, since we started hauling our coal on this road in February, we've had steady deterioration. And this section is HMA or paving and through taking out, removing the six (6) inches of pavement and backfilling with six (6) inches of pavement and geotech and more competent fifty-three's (53's) and limestone we're just butting our heads into something that we're still trying to find what's going to work. We think we've found the solution and the answer in this FDR, Full Deck Reclamation, which is a process where we add cement to the, the milled up, churned up, plowed up, the asphalt, the limestone, and a little bit of the clay that is below the, in the subbase there. We'll add six (6%) to eight (8%) percent cement. Based on design to do that, it will take a process that takes approximately five (5) days to do both sections east and west of the bridge. Initially, I turned something into the group that described just doing the west. But, looking at it, knowing we had some issues on the very east end of that east section, plus the potential for more deterioration, we think we're going to go ahead and just do the full section. So, it's about forty-five hundred (4,500) feet. That will take approximately five (5) days in itself to do the process, let it cure. That will put us into a weekend is what our hopes are, and then pending weather issues, we hope to get it paved, HMA, in one (1) day with two and a half (2 ½) inches of nineteen (19) millimeter. That will get a protective surface on the sixteen (16) inches of quasi cement beam if you want to look at it that way. Just a more solid structure capable of handling loads, then adding the HMA to protect the surface. And that's what our request is to, to do something like this and actually try to do it in, in (inaudible) of this year.

Roger Emmons: Mike, at the end of the east section there, that's your haul road?

Mike Engleman: End of the east section just continues to, what's existing Seven Hills Road, which is an area of section that Peabody mined years ago and there's a shale base there with limestone.

Roger Emmons: Oh, okay.

Mike Engleman: So, that's where the HMA stops, basically, the paving stopped to the right, the gravel starts.

Roger Emmons: Okay.

Commissioner Phillippe: Bobby?

Bobby Howard: I've reviewed it. I'm in favor of this. I mean, we need something to help and if this takes, it should be an improvement for them and for the public out there today trying to use this.

Commissioner Phillippe: Right.

Bobby Howard: So, I think, I think that overall it will be beneficial. Just a matter of weather and everything works out and it takes.

Commissioner Saylor: Will that be a total road closure?

Mike Engleman: It will, Sir, yes. I'm thinking ten (10) days. Like to think eight (8), depending on weather, we'll probably come in and ask for a ten (10) day closure.

Roger Emmons: Dan, his email to me on May, today, actually, is for June 14th through June 21st is eight (8) days. So, I don't know how close that is.

Mike Engleman: I thought about that. I thought, well, maybe give ourselves a couple days for, for the weather. So, I'll come back here with a, with a, over how the process works to have a closure, an official closure for ten (10) days starting though the 14th. That will be the start date.

Commissioner Saylor: And so, will you put detour signs up to let the residents know which way to get around this? Is that their responsibility, Bobby? Or yours?

Bobby Howard: Basically, we would want some type of signage that's posted that says, at least a week in advance, to say road closed on or after. There's not a whole lot of people coming up and down this road, I think for the most part know how to get around there.

Commissioner Saylor: Know, if they're out there. Got'em. You good with it?

Commissioner Johnson: I'm okay with the road.

Commissioner Phillippe: Concern is the closing?

Commissioner Johnson: No.

Commissioner Phillippe: Oh.

Commissioner Johnson: Concerns with the blasting.

Commissioner Phillippe: Gotcha. Gotcha.

Commissioner Johnson: And a lot of complaints. A lot of what people feel like are over-charges if you will. Too much of a charge. Shaking their homes. Things coming off the walls. Foundations cracking. Things like that.

Mike Engleman: When you communicate that, or they communicate that to you, they have hopefully received a pre-blast survey. I don't know if that's something you're familiar with. Communicate that it is available to them so that if it was a charge or caused by the blasting, then we'd be libel to repair that.

Commissioner Johnson: Yeah, that doesn't work. But, go ahead. Let's move on.

Commissioner Phillippe: Alright, so, with regards to the Road Stabilization Project, I'll entertain a motion.

Commissioner Johnson: I'll make a motion to approve the Road Stabilization Project.

Commissioner Saylor: 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).

Mike Engleman: Thank you.

Commissioner Phillippe: Roger, is that all for you?

Commissioner Johnson: No.

Roger Emmons: No, Mr. President. I'll start into my items now.

Commissioner Phillippe: Okay.

**DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
WARRICK COUNTY JAIL FIRE SUPPRESSION SYSTEM**

Roger Emmons: The first item has to do with the Warrick County Jail Fire Suppression System quotes that you tabled April 26th and I provided a lot of information there. One (1) thing, hopefully, Jay Wolfe is in the audience. He's with Firetech, right?

Jay Wolfe: Yes, Sir.

Roger Emmons: And Steve McDaniel here with Priority... or Tri-State? No? As you recall, we have a contract with Priority One and they subcontracted with Firetech to do the inspection and he submitted, some time ago the, his quote. All those items total up to a certain amount and, as well as Tri-State's. There's a difference of about six thousand six hundred forty dollars (\$6,640.00), but you've got, you know, I discussed this with Joe and also with Jeremy Holder, the Jail Commander. And we feel like we're not looking at apples to apples comparisons here. I've asked Steve McDaniel to provide me with the unit prices for the institutional sprinkler heads he has proposed and he didn't respond to me. So, that and the fact that Tri-State made no mention of possible additional plumbing work as was pointed out by Jay or any observation at all that that they, when they did their walkthrough. They saw the gap which could cause that additional work. So, you know, one (1) thing on, on Tri-State's, my contacts stated he would use HSW type of sprinkler heads. Those are in the walls. The SSP are in the ceilings, and he said that they would look something close to the existing style. Not exact. Jay has proposed two (2) different brands of sprinkler heads. They're institutional and they are both compatible and are all flush mounted. Their styles are flush-mounted. I guess, ceiling and do you have a side?

Jay Wolfe: You have both the wall mount and the ceiling sprinkler, yes, Sir.

Roger Emmons: Right. And some of the, the ones that cost less, I believe, the pendant-type, they hang down and there may be a gap.

Jay Wolfe: Well...

Roger Emmons: I don't know if that's the case or not. But...

Jay Wolfe: The actual design between the two (2) brands that I offer to you, the Tyco and the Viking, the design is similar. They both are flush-mount sprinkler whether they're wall mounted or the ceiling. You know, they, the purpose of these institutional sprinklers are to make them to where they're more tamper-proof than a standard, conventional sprinkler. You know, you've got the inmates that they can be pretty destructive if they want to be. So, ideally, you've got a sprinkler that's designed where they can't get ahold of it, hang something off of it, destroy it, tear it up. I know, I know that with the old sprinklers, there has been some damage done to them. These, they've kind of changed the design of those since those initially were made. I guess nothing's fool proof, per say. Somebody really wants to do damage, they will. But, again, they're both flush-mount design, both of those brands.

Roger Emmons: Okay, and what we had in there, what we have in there now, the Omega...

Jay Wolfe: Yes, Sir.

Roger Emmons: They were recalled due to the fact, well, one (1) of the factors is because they had O-rings in them. Those type have been banned now?

Jay Wolfe: That's correct. They have. So, the issue with the O-ring seals on fire sprinklers are after they've been in service for an amount of years, the O-ring would swell and then if the sprinkler activated, the swollen O-ring wouldn't allow the (inaudible) to push way and water flow out of the sprinklers. So, the sprinkler, fusible part of it, may actually activated, but you can't get water flow out of it because of the swollen O-ring. So, if you were to have a fire in those rooms, ideally, a swollen O-ring is going to prevent any sprinklers from activating and extinguishing the fire.

Roger Emmons: Okay. Jeremy communicated earlier today that, I had stated about the inmates tampering with those. And the ease, you know, it's easier to get to one (1) if there's a gap. But, they'll mess with, even if they're flush-mounted. But, Jeremy did correct to say that as far as causing a flooded cell or cell block, we have what's called a dry system. There's six (6) different zones out there. And if they, if they've got a fire alarm, the, as I understand it, in the central office, their guys have to turn that valve, open that valve in order to get the water to flow.

Jay Wolfe: That's correct. I think those different zones are manually operated. They're just basically a shut off valve that are normally closed that I believe are in the, probably the control room, I guess, where the Jailors are.

Roger Emmons: That's what he said.

Commissioner Saylor: They're in the old dispatch room.

Jay Wolfe: Exactly. They would in turn, if they had a fire in one (1) of these zones, they would open the control valve for that area which would then flow water into, into that area or that zone to allow water to flow out of the activated sprinklers.

Roger Emmons: Jay, one (1) thing Joe pointed out to me was in your proposal stated your labor rate at one hundred dollars (\$100.00) per hour.

Jay Wolfe: Yes, Sir.

Roger Emmons: But, Joe, the contract we have with Priority One states ninety dollars (\$90.00) per hour.

Jay Wolfe: We had just had a, I'm not sure how old that contract is. I guess that'd be the first place I'd want to start with.

Roger Emmons: Okay.

Jay Wolfe: I know we've been doing that network out there for a couple of years for Priority. Our union sprinkler/fitters have had a couple of contractual raises and in turn we, we've raised our rates for that as well to accommodate that.

Roger Emmons: And Priority One, they're aware of that?

Jay Wolfe: They are, yeah.

Roger Emmons: Okay. And then, speaking of the labor, you put down labor not to exceed a certain amount, was it a hundred and ninety-six (196) hours?

Jay Wolfe: Yes, Sir.

Roger Emmons: And you basically really ball-parked that high because at this point you don't know what you're going to get into?

Jay Wolfe: Right, (inaudible) on it is, I allotted an hour per sprinkler, hours labor per sprinkler. The ones that we can just remove with a sprinkler wrench and reinstall the new sprinkler in its place, if we don't have to do any pipework, it will go relatively fast. Typically speaking, you might get one (1) of those replaced every ten (10) minutes, fifteen (15) minutes. It's the ones where we've got to remove piping to, to either shorten or lengthen the existing pipe to make the new sprinklers fit properly against the wall or the ceiling is the ones that can potentially take more time. And you know, one (1) thing that will definitely help with the labor side of that would be to make sure that the Jail works with us on making sure that area is emptied out and ready for us to move into. You know, I believe when I was there doing my visual walk-through, I discussed it with the guys that walked-through with me that indicated that they could empty out like a cell to make sure it was ready for us to come in and do our work. And then stay ahead of us, if you will, so that they'll be definitely a step that will save you guys some money on the labor side of it. If they can work with us on that.

Roger Emmons: And then what is your opinion on the, obviously an expert in the field, are you familiar with the HSW type and the SSP?

Jay Wolfe: So, HSW just horizontal side walls which is what it stands for and then SSP is standard spray pendent.

Roger Emmons: Okay. Cause he didn't, he didn't specify a brand, whether it by Tyco or what was the other one (1)?

Jay Wolfe: Viking's the other brand that I had potentially offered. And I sent emails to both my Tyco supplier and my Viking supplier. First of all, the Tyco supplier initially indicated that there was some lead time on those institutional sprinklers. I've tried to get clarification on that. And then I'm also following up with Viking as well, see where they stand on the lead time. So, I can shoot you an email once I know more about that in a few days.

Roger Emmons: Okay. The, Tri-State Fire, they haven't given me any information as far as how long it's going to take to get these sprinkler heads in.

Commissioner Phillippe: Right.

Roger Emmons: So, my point is that sometimes the quote may be a little bit high from Firetech, but in the long run, it'd definitely be, if you go with it lower, we may end up with that much or more than what Firetech has proposed.

Commissioner Phillippe: Right. Understood. So, I've got one (1) question, trying to wrap my head around this. They've been discontinued for a very long time, yet the fire inspectors have allowed them to remain. And then I also read an additional comment from a fire inspector that if somebody else inspected them and they might be able to sign off on them. Is that, I'm confused by that.

Jay Wolfe: Well, I can't imagine who would sign off on that. You know? I mean, the, the sprinklers were initially recalled back in the early 2000's because of this O-ring issue. Anybody that would sign off on that would be, would be silly to do so. You know, to sign off on a life safety item that could potentially fail in a fire, I think that would be wrong. So...

Commissioner Phillippe: Understood. But, how often do we have those tested?

Jay Wolfe: Well, so, determining this is not per se a test. To say that they were bad, just the fact that we observed that they were that Central brand, did the research.

Commissioner Phillippe: Right.

Jay Wolfe: They were part of that recall program that took place in the early 2000's. So, it wasn't necessarily a test. Now, you have annual inspections done that we've done for the last two (2) years for Priority One. But, again, to, we, we only observed that these were recalled because we noticed they were that Central brand.

Commissioner Phillippe: Understood.

Jay Wolfe: So, beyond that, any, any future inspections, so as long as the sprinklers were in good condition, weren't damaged, weren't painted, something to that effect, then there's no reason to, to revisit any of this again.

Commissioner Phillippe: Understood.

Jay Wolfe: So, and that's, on a side note, quite a few of those existing sprinklers are also painted. Which, where they've had the inmates do the painting of walls and ceilings and things of that nature. So, painted sprinklers have to be replaced no matter what. So, but once we dug deeper and realized they were recalled sprinklers, then it just came down to they all had to be replaced.

Roger Emmons: And I did get some information from Dyne, D-y-n-e, Fire Protection Labs. It states as far as the testing, that testing only requires a minimum of four (4) or one percent (1%) of the sprinklers in the area. Whichever is greater.

Jay Wolfe: Right, and that will just be a sample testing requirement (inaudible). So, quick response sprinklers have to be sample tested every twenty (20) years. Standard response are every fifty (50) years. So, again, since these are O-ring sprinklers, I, I speculate that if we submitted them for sample testing, they'd fail. Because, you know, they're not going to operate as they're designed to operate.

Commissioner Saylor: What's the design change in them, the current design? Do they have an O-rings? Or...?

Jay Wolfe: No, everything pretty much has a copper brass seal. So, nothing with any kind of rubber O-ring seal on them. They're all copper and brass.

Commissioner Saylor: Roger, if this is approved, how are we paying for this?

Roger Emmons: Well, probably out of one (1) of our Cum Cap Contractual or Maintenance line item.

Commissioner Saylor: This was not in the budget for 2021, correct?

Roger Emmons: No, it is not.

Commissioner Saylor: But, we have to get it fixed, correct?

Roger Emmons: Yes, Sir.

Commissioner Phillippe: Chief Deputy Kruse, do you have anything to add? Is he back there? I can't see him.

Commissioner Johnson: Yeah, he's coming.

Chief Deputy Sheriff Kruse: I'm here. Yes, Sir. Paul Kruse, Chief Deputy Sheriff. I don't really have anything much more to add other than I believe our local fire inspector did point out there was paint on several of them. We came down to that very thing and Mr. Wolfe just said. Those are going to be the one (1) proposal to test several or do the sample testing and reading that information that Roger found, again, it indicates they have a greater than fifty percent (50%) failure rate when you do pay to test them. So, then we're back to where we are now and at the current time we're facing a two hundred fifty dollar (\$250.00) fine. I think it's just monthly at this point. Our understanding initially was it could be daily, but, for being in violation. We've been found in violation by the City and the State at this point on this project.

Roger Emmons: We haven't been invoiced for that yet, but we will eventually have to pay that two hundred fifty dollar (\$250.00) fine.

Chief Deputy Sheriff Kruse: It's forthcoming. You know, it's something that's going to have to be addressed as far as the design and like I said, tamper proof is, proof is a hard word to say.

Unknown: Tamper resistant.

Chief Deputy Sheriff Kruse: Again, we are a dry system, they're not going to flood the cells, but it will make it more difficult for them to tear them up. Where there's a will there's a way, for sure.

Commissioner Saylor: Chief Deputy, I have one (1) request. When you have inmates paint, can you have them not paint them anymore?

Chief Deputy Sheriff Kruse: Absolutely. I think it's something I didn't even know was a problem until, I think, until this current inspection. We had as much discussion over that, just the, you know, as we got to talking about it. Every sprinkler on the wall back there's probably got paint on it.

Commissioner Saylor: Yeah.

Chief Deputy Sheriff Kruse: And whether, you know, we got down to whether or not, you know, is a little paint the collar a problem or is it the actual operational, you know? But even when I went back and looked at some of them, they're coated. I would even, I would have to agree that you know that's probably a problem on those. But, yes, that's something we'll have to address going forward.

Commissioner Phillippe: Mr. Wolfe, I've got a question for you. Can you have your quickest, most skilled workers on the job if we approve this?

Jay Wolfe: Of course.

Bobby Howard: I have a quick question. I have not been involved in this, but when Mr. Wolfe was talking, he used the term recall on these sprinkler heads, that they were recalled. Is there, normally, a recall has some kind of consumer reimbursement associated...

Jay Wolfe: All recalls have expired on that unfortunately. The recall started in the early 2000's, somewhere around the year 2000. I think it stayed enacted for, if I remember right, four (4) or five (5) years and eventually Central Sprinkler went bankrupt. So, any recall programs that were ever in place back then have expired. If it was identified, if it had been identified back then, you could have gotten them replaced for free. But, unfortunately, it slipped through the cracks.

Roger Emmons: I don't recall any type of notification when that happened.

Jay Wolfe: Oh, I'm sure not. It would have been a no-brainer to call and get it done.

Roger Emmons: Yeah.

Jay Wolfe: So, but, yeah, unfortunately there are no recall programs that are still valid. So, they've all expired.

Roger Emmons: Yeah. And then greater than fifty percent (50%) failure rate, at the Dyne Labs, if they test, of course that was for the O-rings.

Jay Wolfe: Um hum.

Commissioner Phillippe: Commissioners, you've got a couple options on the table.

Commissioner Saylor: I, I, I would like the, not to exceed. I always like a ceiling. Hopefully, it will come in lower. My only comment about it.

Commissioner Johnson: This one (1) makes me a little leery and I think that we need to get it fixed as quickly as possible before it turns into something greater.

Commissioner Phillippe: Are you pretty comfortable with your high number?

Jay Wolfe: Absolutely. Yeah, you know, again, I think a lot of it can just be replaced for face value. I think beyond that, it's the ones that were existing that have the gaps between the back of the escutcheon, either the wall or the ceiling that they're mounted to.

Commissioner Saylor: So, what? Do you take that nipple out and just replace with a shorter nipple?

Jay Wolfe: We recut it to an appropriate length for, to make these new sprinklers fit. The only ones that I'm concerned about are the ones that are installed on the ceilings. I was told that there's really no space between that ceiling and whatever structure there is above that if a person needed to get up there to work on any pipes. Now, the ones that are wall mounted in the cells, there's actually a small mechanical closet, I guess, would be a good term for it, that you can get access to this mechanical closet and the pipe is exposed inside this mechanical closet in the cell area. So, they're accessible. We can remove those. We can work on that. It's the ones above the ceilings, that, just, I'm not sure if we can even get to the piping above it to work on it.

Commissioner Saylor: Can you put a sleeve on that instead of just removing the pipe? Just put a, you know, something that matches up with that escutcheon plate rather than remove the pipe? Sleeve that?

Jay Wolfe: You know, I'd really have to get, take a look at it and see if that's something that's, that's feasible or not, honestly. You know, I think the big concern, if we've got anything sticking down at all, it makes it more prone for that, for that inmate to damage. For that inmate to possibly get up there and tie something to it and hurt themselves. So, I think the goal is to of course try to get them up there as they're intended to be so that, that they both don't get damaged and where someone could hurt themselves.

Todd Glass: Jay, do you mind repeating, when do you think those were recalled back when?

Jay Wolfe: Back in the early 2000's. Around 2000, give or take.

Todd Glass: Okay.

Jay Wolfe: You can actually, it's readily available on the internet. You can do an internet search for Central recalled sprinklers. It was part of the CBSC. So, it's all out there. But, I think it was early 2000's.

Commissioner Johnson: What do you want to do, Gents?

Commissioner Saylor: Better get it fixed.

Todd Glass: If the Board approves the proposal, do you have a form contract that you'd prepare?

Jay Wolfe: Typically just a signed estimate honestly. So, for us, create a signature line on our estimate and that's all that'd be needed to move forward.

Commissioner Phillippe: Is that adequate?

Todd Glass: Possibly.

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

Commissioner Saylor: I make a motion to approve the Firetech estimate not to exceed estimate for the sprinkler head replacements in our Jail.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Got 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).

Roger Emmons: Thank you very much

Jay Wolfe: Sure. No problem. Thank you, Gentlemen. I'll get in contact with you and let you know kind of the lead time on those (inaudible).

Roger Emmons: Great, thank you, Jay.

Jay Wolfe: Thank you, guys. Have a good day.

(Firetech Agreement is located on Pages 27 through 29 of these Official Minutes)

DISCUSS APPROVAL OF NETANIX RENEWAL QUOTE FROM KELLER SCHROEDER

Roger Emmons: Next item has to do with the approval or discuss approval of the WCC, Warrick County Commissioner, Netanix renewal quote and I've listed the number. It's from Keller Schroeder. IT Director Guy Whelan emailed us this quote on April 27th. He stated it was for support for our Netanix appliance which houses several of our work critical servers. And when we purchased it in 2018, it was actually through Zones. Zones declined to requote it, so, he went to Keller Schroeder for this. Total is nine thousand four hundred sixty-three dollars and forty-three cents (\$9,463.43) and runs from March 26th of this year to March 25th of next. And I broke down the corporal license support and the three (3) different license serial numbers for that.

Commissioner Phillippe: Definitely need support on our critical servers.

Commissioner Johnson: We do, but I think that we can go out and get more quotes. Keller Schroeder could not, you know, they're usually about the highest.

Commissioner Phillippe: Yeah, my question is, when we bought these, before my time of course, did we budget the ten thousand dollars (\$10,000.00)?

Commissioner Johnson: These were bought off of, I think these were bought off a grant, we had a grant.

Commissioner Phillippe: Grant?

Roger Emmons: Yeah.

Commissioner Johnson: Yeah.

Roger Emmons: Since then...

Commissioner Phillippe: We still could have budgeted the support if we knew it was coming.

Commissioner Johnson: Well, we could have budgeted it, yeah.

Roger Emmons: That had been included because I wouldn't have known about it until Guy told me.

Commissioner Phillippe: Yeah, I understand.

Commissioner Johnson: But, this is something that Guy fell into.

Commissioner Phillippe: Right, I know.

Commissioner Saylor: But, Terry makes a good point that we get into these, a lot of these things we don't budget in the support and that kind of thing. So, the point to me is well taken. I think when we get these we need to add that into our budget.

Commissioner Johnson: Absolutely, cause ten (10), you know, ten grand (\$10,000.00) a year to support these is quite expensive in my mind.

Roger Emmons: I think that's really high myself. Want to see if Guy can get some more quotes?

Commissioner Phillippe: They're actually out of support right now.

Roger Emmons: Pardon?

Commissioner Phillippe: We've got a meeting with Keller Schroeder tomorrow.

Roger Emmons: Oh, okay.

Commissioner Phillippe: So, we can discuss this. So, they're out of support right now, March 26th, right?

Roger Emmons: Right. I mean...

Commissioner Phillippe: So, if something were to happen, we can always pay for support by the hour or whatever increment that is.

Roger Emmons: That's correct.

Commissioner Phillippe: I think I prefer to table it.

Commissioner Johnson: I think so.

Commissioner Saylor: I make a motion to table the renewal quote.

Commissioner Johnson: And I'll second.

Commissioner Phillippe: I 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).

Commissioner Johnson: One (1) thing here, Roger. Is this 3-26-(21) to 3-25-22, why are we, why wouldn't we do it from today if we approved this? Why would we backdate it to two (2) months ago?

Roger Emmons: Well, my comment was, you know, evidently, you know, Ty Eblin with Keller Schroeder, he didn't send it to Guy until a month after the support service had ended. And so, I don't know why he waited that long to send that. But, I agree, whenever we get the agreement, we probably need it to be current.

Commissioner Phillippe: Make a note.

Commissioner Johnson: Agreed. I do think that we need to get more quotes on this.

Commissioner Phillippe: Yep. So do I. Alright, very good.

WARRICK COUNTY JAIL ACKNOWLEDGEMENT OF TRANSFER OF BUILDING AUTOMATION SYSTEM OWNERSHIP

Commissioner Phillippe: Next item?

Roger Emmons: Next item is Acknowledgement of Transfer of Ownership Building Automation System at the Jail. You did the acknowledgement on April 26th. What we have left is the certificate of final completion and acceptance. Randy Gries with Trane, Trane Technology said on April 30th, we were able to get the alarm routing working again. And Sherry Williams, the Sheriff's IT person, confirmed that that same day. So, I think you need a motion to...

Commissioner Phillippe: Does anybody know if they've sent out, I still have not received any notice, notifications. Have you?

Commissioner Johnson: Nope.

Commissioner Saylor: You have, Paul?

Chief Deputy Sheriff Kruse: I got a text message, I think it was last week. Times run together here a little bit here. But, I'd have to look back and see if I did get some text message.

Commissioner Phillippe: I'm fine with accepting it. Just want to make that point. Not that I need to get them. I'll entertain a motion to accept the ownership

Commissioner Johnson: I'll make a motion to accept the ownership of the BAS.

Commissioner Saylor: Second.

Commissioner Phillippe: I 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.

(BAS Acknowledgement is located on Pages 21 of these Official Minutes)

PROREHAB USE OF WARRICK TRAIL SATURDAY, SEPTEMBER 18, 2021

Roger Emmons: And then the ProRehab has requested to use a portion of Warrick Trail. And I initially learned of this from an email from Terry. Initially, they said around September 11th, but it changed to Saturday, September 18th. Dr. Goelzhauser with ProRehab wants to use the north side of the road from Epworth to the roundabout from 7:00 AM to 9:30 (AM). Previously, of course, they didn't have it last year because of the Pandemic. But in 2019, you did approve that in May around this time. And Dr. Goelzhauser knows to submit his certificate of liability insurance and he stated that he would use barricades that Bobby will provide and use volunteers to help direct any traffic that might approach the closed section of the road. I'm not aware that we've ever had any problems with that event.

Commissioner Saylor: Chief Deputy, you have any issues with that. My concern is that the more that gets built up out there, the, but, it's not, it's not built up all the way. And I'm just curious to get your thoughts on that.

Chief Deputy Sheriff Kruse: The Sheriff and I discussed that today. The, the particular sections that they're talking

Roger Emmons: Did you see the reason he wants to use it? It's for patients that have had total joint replacements and most of those joint replacement surgeries have occurred at that hospital.

Commissioner Saylor: Right, there. Yeah. Yeah, I just, you know, I mean, I'm okay with it as long as you know the Chief and the Sheriff...

Commissioner Johnson: I'd like to....

Commissioner Saylor: But, I think at some point when that gets built up, you know, that we're going to have to start saying no..

Chief Deputy Sheriff Kruse: And the timing of this, this event, the Saturday morning, 7:00 AM to 9:30 AM, I think will be minimal traffic anyway. It'll be, frankly, it will be minimal disruption regardless of how it's shut down, by barricade or by squad car or army tanks. The bottom line is, they're going to be able to go around. It's not a huge...

Commissioner Saylor: Detour.

Chief Deputy Sheriff Kruse: Disruption or detour or anything else. And it is, that will be a very low traffic volume time I expect. That's probably encroaching on Bobby's area of expertise there. My experience driving around the County roads early on Saturday morning, minimal traffic.

Commissioner Saylor: Unless it's around the Donut Bank.

Chief Deputy Sheriff Kruse: Yes, and that may be open by then, but I think that's far enough down, and all the squad cars will be there instead. Mine included.

Commissioner Saylor: You said that, not me.

Chief Deputy Sheriff Kruse: We can make those jokes, right?

Commissioner Saylor: Let the record show, Chief Deputy Kruse...

Chief Deputy Sheriff Kruse: Can't wait to try it out. I need a couple more pounds.

Commissioner Phillippe: Roger, we might let Dr. Goelzhauser know, you know, that this is subject to review next year, next time based on, based on those comments.

Roger Emmons: Pursuant to the Board's direction a couple years ago, I told him that the next time you need to consider other locations. He (inaudible) Friedman Park.

Commissioner Saylor: Well, we have Friedman Park out there which is a beautiful setting and a lot of room.

Roger Emmons: Yeah, I will advise him of that.

Commissioner Saylor: I make, I make a motion to approve the request to use a portion of the Warrick Trail for the event.

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

MONARCH'S CRUISE IN CAR SHOW

Roger Emmons: I think I have one (1) information item. It has to do with the Monarch's 4th Annual Cruise in Car Show that's this Saturday, May 15th from around 8:30 AM to 5:00 PM or later. And I'll send out another broadcast email to remind folks that the County's, the large and small County parking lots have all vehicles removed by the event time. Preferably Friday evening. That's all I have, Mr. President.

Commissioner Phillippe: Very good. Thank you.

COUNTY ATTORNEY ESTABLISHING WEIGHT LIMITS FOR CHIP AND SEAL ROADS

Commissioner Phillippe: Counselor?

Todd Glass: Yes, Mr. President, the one (1) item on the agenda, Ordinance for Establishing Weight Limits for Chip and Seal Roads, Mr. Howard and I still need to get those itemized roads and weight limits pinned down. And still need a little more work on that. And if the Board wouldn't mind tabling that for one (1) more meeting date. I'll be getting with Mr. Howard, I think even tomorrow, and working on that.

Commissioner Phillippe: Entertain a motion.

Commissioner Saylor: I make a motion to table.

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).

CENTERPOINTE DISPUTE ON PORTIONS OF THE WARRICK TRAILS

Todd Glass: But, if I could, Mr. President, just inform the Board of two (2) things just for the Board to be aware of. We're having ongoing dispute with Centerpointe on the Vann Road-Warrick Trails extension and the Wethers Road-Warrick Trails extension. The encroachment agreement that was drafted last October had one (1) final term to the agreement that we were bartering around with as to how fast they had to repair damage to the trail. If they repaired their easement line or anything like that. Then for some reason, it never got signed, the encroachment agreement. Raising the issue with Vectren again in February, the response I got back is they redrafted the agreement. And I'll try to keep you updated on that. But, they threw in some unacceptable clauses in my opinion placing the County responsible for any damage they do to the trail even if it's due to their negligence or willful misconduct. We had worked out a deal, I believe with Vectren, for that encroachment agreement, but they've changed the agreement on us and right now I don't have a resolution to it. Probably pull in more parties to it to see what I can get done and I'll report back further to the Board. But right now, we have no encroachment agreement for those two (2) stretches and some of those areas encroach on the Vectren easements and we have no agreement with them right now. I just wanted the Board to be aware of that. If you have any questions, feel free to talk to me about that.

EMS STATION CHANDLER 2010 AGREEMENT DISCUSSION

Todd Glass: And one (1) other item, Mr. President, that was just brought to my attention today. If I could hand Mr. Saylor a depiction of the EMS Station that we lease in Chandler. Legal Counsel for the Town of Chandler reached out to me just today and we signed a lease agreement with Chandler in 2010 which also includes the right of first refusal and option to purchase that tract of point three (0.3) acres in the event that the Town would ever sell the property. And what they're doing is they're going to be approving a request to subdivide a four and a half (4 ½) acre parcel which includes this tract. But, they are going to subdivide not a point three (0.3) acre parcel, but a point five (0.5) acre parcel out for the EMS Station which the Town of Chandler is going to retain that it does not impact our lease. So, the only thing the Town of Chandler Counsel was asking me to ask you is if the Town of Chandler retains that parcel, it's actually going to increase a little, and continue the lease, so, they just wanted to make sure that you weren't going to exercise your right of first refusal, which you have the right to, to buy it.

Commissioner Phillippe: When is the end of the term of the existing lease?

Todd Glass: Well, we're leasing it for one (1) year terms for fifty (50) years for one dollar (\$1.00). So, our option to purchase is for one dollar (\$1.00) and our rent is one dollar (\$1.00).

Commissioner Johnson: Just buy it.

Commissioner Saylor: So, then, it doesn't make sense.

Commissioner Johnson: It doesn't make sense. Does it?

Commissioner Phillippe: Yeah.

Commissioner Saylor: Why, why wouldn't we purchase it? If we can purchase it for a dollar (\$1.00).

Commissioner Phillippe: We already maintain it. Is it just the parcel?

Roger Emmons: I thought we already owned it.

Commissioner Saylor: Huh?

Roger Emmons: The property.

Todd Glass: Mr. President, if it sounds good to you, why don't I review this eleven (11) year old lease I've never even seen before and provide more information to the Board, so that you can make a reasonable, intelligent decision, reaction to that. But, I did want you to know this was occurring.

Commissioner Phillippe: For now, it's informational.

Commissioner Saylor: Ten (10), ten (10) years, we saved, what, forty (\$40.00) bucks? Thirty-nine dollars (\$39.00)? I, it's just something don't make sense with that.

Todd Glass: I'll review the lease and provide more information.

Commissioner Phillippe: Terrific.

Todd Glass: Thank you.

Commissioner Saylor: Thank you.

Commissioner Phillippe: Is that all?

Todd Glass: Yes.

COUNTY AUDITOR NON-CERTIFIED CLAIMS

Commissioner Phillippe: Alright, next item on the agenda is our County Auditor.

Auditor Stevens: Let's start off with Non-Certified Claims. We have three (3). We have the Health Department. It's a purchase from their office supplies line, General, for Keurig cups, fourteen dollars and five cents (\$14.05). Total of the claim is sixty-six dollars and fifty-one cent (\$66.51). We have a claim for Tri-State Poly Lift. And I began vetting it thinking it was a new, new vendor, because it came over without a vendor number. But, it looks like this is a repeat with this particular vendor. And we have no contract with them on file. The claim is eight hundred eighty-one dollars and fifty-three cents (\$881.53). The Meritain Health Insurance Claim, what we're receiving is, we're just receiving a summary of numbers. There's no supporting documentation for the claims that we're receiving and paying. And this is no different than any other claim. And so, we can continue...

Commissioner Johnson: What, what, what exactly do you need, Deb?

Auditor Stevens: Well, supporting documentation is the bill that, it's whatever Meritain sends.

Commissioner Johnson: I seen an email, that's why I'm asking.

Auditor Stevens: A bill that they send.

Commissioner Johnson: Well, I don't know that we can do that due to HIPAA laws.

Auditor Stevens: Well, we have other confidential claims that we manage in our office.

Commissioner Johnson: But, this is different, this is HIPAA.

Commissioner Saylor: Not HIPAA. HIPAA.

Auditor Stevens: If they say they can't provide an itemized list...

Commissioner Johnson: I mean, we have, we know who they are.

Auditor Stevens: Okay?

Commissioner Johnson: But, we can't provide you a contract or bill or invoice with people's names and social security numbers and everything else on it. We can't do that.

Auditor Stevens: Okay. That's fine. That's fine, we had always, you know, had always were able to match up the totals with those submissions in the past. I realize now we have some separation of departments. That's fine. But, I won't certify them if I can't certify them. They're yours, they're yours to approve.

Commissioner Johnson: How? Okay, that's fine. I'm just trying to figure out what we can send you that would satisfy you, I mean, I'd like to help you out here. But, I didn't, I seen where an email was sent and we didn't get a response. So, I'm trying to help you out and see what we can do to send, to send it to you.

Auditor Stevens: That's fine. Well, and we can have more discussion about it between now and the next claim.

Commissioner Johnson: Okay.

Commissioner Phillippe: Are these...?

Auditor Stevens: As to what, as to what we could use to have something to match these numbers up, to be able to audit and certify. But, at this point, I just don't feel like we have what we need to continue to say, oh, we're going to certify and pay this claim. We'll submit them to you as Non-Certified.

Commissioner Johnson: If we blacked out the names and social security numbers and any pertinent information like that and sent it to you, would that suffice?

Auditor Stevens: No, I don't... well, it's really, the names are what tell us, tells us if they're a participant in the plan or not.

Commissioner Johnson: Can't do it.

Auditor Stevens: And then we, we have that information anyway if they're participating in the plan or not.

Commissioner Phillippe: I have a question.

Auditor Stevens: Some way to match, match up the fact that they are an active participant, active employee, and the claims are valid. So, it may not be that this is the place to have that discussion.

Commissioner Johnson: Yeah, we can do that (inaudible) time.

Auditor Stevens: But, we can, you know, in the next few weeks, have the discussion about what we can use to match up those numbers, to marry up those numbers to be able to certify. Because, we do...

Commissioner Phillippe: Debbie, on the Meritain, Non-Certified Claim, that's something that used to be certified, correct?

Auditor Stevens: Well, when we received everything in our office prior to this, we received the entire Meritain...

Commissioner Phillippe: What, what has changed? I don't understand.

Commissioner Johnson: You received, you were given the bill with names?

Auditor Stevens: The division, the separation of the departments where HR, we now have HR and Payroll separated, where before, we had access to the invoice, the itemized invoice and the claim to be able to match that up and certify it.

Commissioner Phillippe: How were you able to get that? How were you able to get that information before?

Auditor Stevens: What do you mean, before? Before our department...?

Commissioner Phillippe: Before we had an HR?

Roger Emmons: Cause that was when Heather was over there in Payroll.

Auditor Stevens: It came directly to us.

Commissioner Phillippe: How did you get that information?

Auditor Stevens: It came to us.

Commissioner Phillippe: Okay. And then who, I guess, I'm trying to understand the process. Who certifies this claim, in the past, before HR?

Auditor Stevens: We did.

Commissioner Phillippe: Who's we? Which person in your department?

Auditor Stevens: Well, it would have been either Payroll or the Accounts Payable. I think at that time, we just kept it, because we had more than one (1), we always had intervention in the claims. So, we always had access, whether it was Payroll and either myself or my Chief Deputy who could verify those amounts and say, this is okay to pay, we can sign off on it and certify it. And I don't really want to get into, I mean, I don't think you guys want, this is probably going to be a pretty extensive conversation. We've had other conversations where we've met about what can we use, what can we do to get these claims certified.

Commissioner Johnson: Let's do this off-line sometime in the very near future.

Auditor Stevens: That's fine. And there may not be a solution. I may have to bring them to you Non-Certified. So, but we can either come to, you know, something that will help us certify them or if you're saying you can't provide that information, then, I mean, we're Accounts Payable for the Courts, for other departments who have confidential matters. So, but, that's up to you all. They're your claims to approve or disapprove.

Commissioner Johnson: Do you sign those, Terry?

Commissioner Phillippe: Conversation, Counselor?

Commissioner Johnson: Do you sign those?

Commissioner Phillippe: Pardon me?

Commissioner Johnson: Those claims, do you sign them?

Roger Emmons: I sign them.

Commissioner Phillippe: Roger does.

Commissioner Johnson: Roger does? Okay.

Commissioner Phillippe: Okay, thank you. Entertain a motion to approve those claims.

Auditor Stevens: You want me to give you those amounts of that claim?

Commissioner Phillippe: Um hum.

Auditor Stevens: Ninety-nine thousand nine hundred fifty-five dollars and fifty-three cents (\$99,955.53). And the total so the total for the Non-Certifieds is one hundred thousand nine hundred three dollars and fifty-seven cents (\$100,903.57).

Commissioner Johnson: The amount is that, but it's not the amount of the particular discrepancy that is that.

Auditor Stevens: It's the amount of all three (3) claims that were Non-Certified. It's a total.

Commissioner Johnson: Right.

Commissioner Saylor: Heather, I have a question. do you. anybody on this Meritain claim are we insuring anybody

Heather Soberg: No, Sir.

Commissioner Saylor: Okay.

Heather Soberg: Or a retiree.

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

Commissioner Johnson: Second.

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).

Auditor Stevens: Okay, thank you.

(Non-Certified Claims are located on Page 29 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: For Certified Claims, I have a total of nine hundred fifty-three thousand one hundred four dollars and thirty-six cents (\$953,104.36). That's nine-five-three-one-zero-four-point-three-six (\$953,104.36).

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 Johnson: Aye.

Commissioner Saylor: Aye.

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

(Certified Claims are located on Pages 29 through 31 of these Official Minutes)

PAYROLL CLAIM MAY 10, 2021

Auditor Stevens: And then lastly, I have Payroll. This is for Payroll, pay date May 10, 2021 and there are five (5) Non-Certified Payroll submissions for no supporting documentation and Non-Certified Payroll for no policy for a bonus day that's being taken by employees. Oh, let me give you a total Payroll. So, this is all total for Payroll, five hundred nine thousand one hundred sixty-one dollars and seventy-one cents (\$509,161.71). That's five-nine...or five...sorry, five-zero-nine-one-six-one-point-seven-one (\$509,161.71).

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).

Auditor Stevens: Alright. That's all I have.

Commissioner Phillippe: Thank you.

Commissioner Johnson: Thank you.

Auditor Stevens: Thank you.

(Payroll is located on Page 31 of these Official Minutes)

SECOND AMENDMENT TO BROADBAND AGREEMENT WITH MAINSTREAM FIBER COUNTY ECONOMIC DEVELOPMENT

Commissioner Phillippe: Alright, next item on the agenda is our County Economic Development, Steve Roelle, master presenter.

Steve Roelle: Alright. Good evening. Steve Roelle, Economic Development. I am here for approval and some signatures on the Second Amendment to the Broadband Agreement. In short, a hundred and twenty (120) mile, two (2) year construction project which is the fiber backbone that's coming to an end here in the next week or two (2). There

were two (2) things that we needed to wrap up and kind of clean up, two (2) outstanding issues which are covered in this second amendment. Those two (2) outstanding issues were contract required, had sixty (60) plus required addresses that the backbone had to not only go by, those are hospitals, County buildings, Government buildings, libraries, all the school buildings, etcetera. But, also, it required Mainstream on their dime to run fiber up and into those buildings whether they wanted service from Mainstream or not. We as the County can't, if somebody, as an example, we have a library that's under contract for two (2) more years. And they said, hey, we don't any construction. We don't want you running lines through our grass. Put it on the curb. But, we don't want you to connect to the building. We'll call you in two (2) years when our contract is up. So, we've rewritten this so that Mainstream will leave the handhold at the property line and will connect on their dime in the future anytime that address requests it. So, we couldn't, Mainstream can't trespass on that property and just hook up to those buildings. So, we cleaned up that language. Mainstream is still responsible on their dime to run fiber all the way to that facility if that facility requests that in the future.

Commissioner Saylor: Steve, let me ask you this. How will we hold their feet to the fire, let's say, let's say in five (5) years? Will they have to put up a bond to cover that?

Steve Roelle: So, it's written in, if they fail, there's liquidated damages of five thousand dollars (\$5,000.00) per occurrence.

Commissioner Saylor: So, there's some teeth then in it.

Steve Roelle: Correct. Yep.

Commissioner Saylor: Okay. Claw backs. Good.

Steve Roelle: So, that's the first one (1). And the second one (1) was, there was some disagreement in the contract about the use of dark fiber for both the schools and for the County. And it was about, it was kind of lawyers and disagreeing on what certain words in the contract meant. So, we've cleaned that up and that the use of dark fiber is at no charge to the County or to the Schools and it's specifically called out. So, it's just cleaning up two (2) points. Both, I feel in our favor and in the favor of these required connection (inaudible). You guys should have four (4) copies. I'll need three (3) of those back. One (1) of those is for your record.

Commissioner Phillippe: Have they been testing?

Steve Roelle: We'll have the final testing report here, hopefully, at the end of this week. But, the preliminary as far as all the electronics, all of the fiber lines, and everything else, there were no issues with that.

Commissioner Phillippe: Great.

Steve Roelle: There's some clean-up and punch list items...

Commissioner Phillippe: That's good.

Steve Roelle: That needed to get taken care of.

Roger Emmons: Steve sent up four (4) originals prior to the meeting. Steve, in here it's listed and dated as of April. I've struck out that and put in May.

Steve Roelle: Yep, that's fine.

Roger Emmons: And then Steve needs to sign this as well as the Commissioners. It's already been signed by Mark Gabriel, who's a member and CFO of Mainstream.

Steve Roelle: Yep.

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

Commissioner Phillippe: Very good. I'll entertain a motion to approve then.

Commissioner Saylor: I make a motion to approve the second amendment to our Broadband Economic Development Agreement.

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).

Steve Roelle: Thank you.

Commissioner Saylor: Thank you, Mr. Roelle. You do a great job.

Steve Roelle: Thank you.

**COUNTY ENGINEER/HIGHWAY
DISCUSS TRAFFIC CONTROL AT ANDERSON ROAD AND OAK GROVE ROAD
INTERSECTION**

Commissioner Phillippe: Next item is County Highway Engineer or County Engineer and Highway Superintendent.

Bobby Howard: The first item I have is the view of the traffic control, the right-of-way control basically at Anderson and Oak Grove Road. Our office received some calls from some of the residents, bringing it to our attention that they would have some concerns about the volume of traffic at this intersection and an increase in some of the numbers of accidents. So, we did a, we contacted the Evansville MPO to have a study run to review the right-of-way control. And the volume warrants of that study as well has the correctable crashes, indicated that an all-way stop control would be justified at this intersection at this time. Currently, the intersection stops the Oak Grove traffic and Anderson traffic has the throughway. The traffic volumes actually indicates Oak Grove has the larger traffic volume currently and thereby the intersection is signed the opposite of what it would be with just going by the traffic numbers today. But, due to the amount of vehicles also on Anderson and with the crashes, the volume warranted, reduced to seventy percent (70%), and Anderson then meets the warrant for a stop control as well. So, I know in the future, we talked about different types of right-of-way control at that intersection. I've had discussions with Dan and we'd like to see something done besides all-way stops. But, at this time the warrant would favor an all-way stop and that I would suggest we place one (1). Of course, with the proper advance notice being posted before the signage is ever placed. And then in the future, looking at an intersection improvement project that would also help the volume traffic through that intersection, not being impeded, as much as an all-way stop.

Commissioner Phillippe: Bobby, how much warning do you give there before the stop signs are placed?

Bobby Howard: We go by the manual on uniform traffic control advice as based on the eighty-fifth percentile (85%) speed. Can't really go by the speed limit.

Commissioner Phillippe: So, what does that mean?

Bobby Howard: Usually, you go by the speed limits and they...

Commissioner Saylor: I don't think we want to put rumble strips up there.

Commissioner Phillippe: No.

Bobby Howard: Well, I would, I would still suggest...

Commissioner Saylor: Cause we have rumble strips down on Anderson...

Bobby Howard: I would suggest a rumble strip before a new stop sign just to help bring attention to it in advance that that is a stop condition now. We put stop ahead on the pavement. Everything similar to what we did at Vann and Anderson.

Commissioner Saylor: Where would you put the rumble strips on? Oak Grove or Anderson?

Bobby Howard: It would, it would be on Anderson because Oak Grove already has the stop condition. And we could go as far as to also do the solar stop signs again (inaudible) stop signs. Oak Grove has that now. So, it'd be beneficial to also bring attention to it for the north/south traffic.

Commissioner Phillippe: Is this something you need approval on this evening?

Bobby Howard: No, just bringing it to your attention that this is something that we will need to look at and do and the traffic study does indicate that it is warranted. I do have to look at the budget to see what I could do as far as the, how soon we could be posted, but may just get a report back at the end of April, so I wanted to bring it up at the next available agenda.

Commissioner Phillippe: Very good.

APPROVAL OF THE 2020 ANNUAL HIGHWAY REPORT

Bobby Howard: Moving on to the next item I have, is approval of the 2020 Indiana Oper... Highway Annual Operation Report. This is the report that has to be submitted by June 1st and I have that report to submit and basically just need your signature attached to it. But, it is, the Auditor's Office gives me the information I need annually to just input into the report.

Commissioner Phillippe: Very good. So, you need approval on that?

Bobby Howard: Yes, please.

Commissioner Phillippe: Entertain a motion.

Commissioner Saylor: So moved.

Commissioner Johnson: We've got to sign that, right? Second.

Commissioner Phillippe: I 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).

(2020 Annual Operation Report is located on File in the Auditor's Office)

2021-1 COMMUNITY CROSSINGS MATCHING GRANT AGREEMENT WITH INDOT

Bobby Howard: The last item I have is in regards to the recent 2021, 2021-1 Community Crossings Matching Grant Agreement. We were awarded three hundred fifty thousand six hundred seventy-five dollars and ninety-eight cents (\$350,675.98) on this latest call. Those projects on, basically, it's Weyerbacher Road, the remainder sections from the county line to Turpin Hill Road that had not been paved yet. And, we bid out this project probably in the next two (2) months with this. But, this is the agreement for the grant and it's a fifty percent (50%) match. Again, that amount is three hundred fifty thousand six hundred seventy-five dollars and ninety-eight cents (\$350,675.98).

Bobby Howard: Once again, Bobby, very good job, thank you.

Commissioner Saylor: Yeah, good job.

Commissioner Phillippe: I'll entertain a motion to approve.

Commissioner Johnson: So moved.

Commissioner Saylor: 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).

Commissioner Phillippe: Is that all, Bobby?

Bobby Howard: That is all I have, thank you.

Commissioner Phillippe: Thank you.

(Community Crossings Grant is located on Pages 33 through 38 of these Official Minutes)

COUNTY PURCHASING

Commissioner Phillippe: County Purchasing. Joe, anything?

Joe Grassman: Nothing, Mr. President.

Commissioner Phillippe: Very good.

COUNTY SHERIFF

Commissioner Phillippe: Chief Deputy?

Chief Deputy Sheriff Kruse: Nothing further.

Commissioner Phillippe: Very good.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Phillippe: Commissioners?

Commissioner Johnson: No, Sir.

Commissioner Saylor: I have nothing.

Commissioner Phillippe: Very good. Motion to adjourn.

Commissioner Saylor: I make...

Commissioner Johnson: Second.

Commissioner Saylor: I make a motion to adjourn. Bob, you second that?

Commissioner Johnson: Sure.

Commissioner Phillippe: All in favor?


Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:18 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS



 TERRY PHILIPPE, PRESIDENT



 ROBERT JOHNSON, JR., VICE PRESIDENT



 DAN SAYLOR, MEMBER

ATTEST: 

 DEBORAH K. STEVENS, AUDITOR
 WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges



TRANE
 12700 Burnside Drive
 Louisville, KY 40299
 502-399-7000

Certificate of Final Completion


Certificate of Final Completion and Acceptance

Warrick Co Jail Renewal
 Trane Project No: B-1219735
 Date Certificate Submitted to Customer: 04-15-2021

The Services performed pursuant to the Agreement, by and between Warrick Co Jail and Trane U.S. Inc, dated as of 12-10-2020, has been inspected by the undersigned Customer and has been determined to be finally complete as of 04-13-2021.

Customer, by and through the undersigned duly authorized representative, accepts the Services as finally complete and assumes full possession thereof as of the Date of Final Completion.

Trane U.S. Inc.
 By: Randy Gries
 Its: Project Manager
 Date of Signature: 4-15-2021

Warrick Co Commissioner
 By: 
 Its: President (Terry J Phillippe)
 Date of Customer's Signature: 05/10/2021

The undersigned, hereby attesting and certifying, that the foregoing is a true and correct copy of the original as the same appears in the records of the office of the undersigned.

IN WITNESS WHEREOF, this Use and Development Agreement is hereby made and signed by the undersigned, this 20th day of February, 2021.

Robert A. Gilman
 Robert A. Gilman, Chairman

Robert A. Gilman
 Robert A. Gilman, Chairman

STATE OF INDIANA }
 COUNTY OF WARRICK } SS:
 Before me, the undersigned, a Notary Public and for said County and State, personally appeared the within named Robert A. Gilman, who acknowledged to me that he executed the foregoing Use and Development Agreement to be his/her free voluntary act and deed.

WITNESSES my hand and Notarial Seal this 20th day of February, 2021.

Robert A. Gilman
 Robert A. Gilman, Chairman

NOTARY PUBLIC
Robert A. Gilman
 Robert A. Gilman, Chairman

A resident of Warrick County, Indiana,
 My commission expires on 02/20/22
 My commission number is 19075



FILED
 FEB 08 2021
 WARRICK COUNTY CLERK'S OFFICE

PAT BROOKS RECORDER DOCUMENT NUMBER 2021R-00696 PAGE: 4 OF 6

A resident of Warrick County, Indiana,
 My commission expires on 02/20/22
 My commission number is 19075



FILED
 FEB 08 2021
 WARRICK COUNTY CLERK'S OFFICE

PAT BROOKS RECORDER DOCUMENT NUMBER 2021R-00696 PAGE: 5 OF 6

WARRICK COUNTY, INDIANA
 Board of County Commissioners
 Court House
 Boonville, IN 47601

FILED
 APR 12 2021
 WARRICK COUNTY
 AREA PLAIN COMMISSION

Certificate of Compliance - Victoria Woods Section 1
 Plan and Specifications - Street Construction

Submission Date: April 12, 2021
 Probable Start Construction: May 2021
 Probable Finish Construction: May 2026
 Project Location: Property located Northeast of Victoria National Golf Club approximately 2,900 feet North of the intersection of Oak Grove Road and Roslin Road.

Describe in detail type of street construction:
 3,479 LF of 30' roadway consisting of twenty-four (24) feet of concrete pavement or asphalt pavement with two (2) foot wide gravel shoulder and one (1) foot wide earth shoulder along each side.
 7,057 LF of 30' (Back-of-Curb to Back-of-Curb) roadway consisting of twenty-six (26) feet of concrete pavement or asphalt pavement with two (2) foot wide curb and gutter along each side.
 515 LF of double 18' (Back-of-Curb to Back-of-Curb) roadway consisting of twenty-six (16) feet of concrete pavement or asphalt pavement with two (2) foot wide curb and gutter along each side.

The roadway sections shall have:
 Concrete Pavement
 1) 6" Concrete Pavement
 2) 6" Granular Base - #53
 Or
 Asphalt Pavement
 1) 1.5" HAC surface type B
 2) 2.5" HAC binder - base
 3) 4" granular base - #53
 4) 4" granular base - #5

All storm sewers shall be Reinforced Concrete Pipe (RCP) as specified in the construction plans. All earthwork shall be compacted to 95% standard proctor. Lawn area within the roadway right-of-way and all drainage ditches and swales to be seeded. An erosion control plan shall be submitted to Indiana Department of Environmental Management and MS4 Operator.

TOTAL Streets - See attached engineer cost estimate
 TOTAL Sidewalks - See attached engineer cost estimate
 TOTAL Miscellaneous - See attached engineer cost estimate
 TOTAL Storm Sewer - See attached engineer cost estimate
 TOTAL Sidewalks - See attached engineer cost estimate



MORLEY

ARCHITECTS | ENGINEERS | ENVIRONMENTAL

1000 EAST WASHINGTON STREET, BOONVILLE, INDIANA 47601

Victoria Woods Section 1
COC Cost Estimate
11/17/2

FILED

APR 12 2021

WARWICK COUNTY
AREA PLANNING COMMISSION

April 12, 2021

Warrick County Area Plan Commission
Courtroom - Room 201
Boonville, IN 47601

Re: Victoria Woods Section 1
Engineer Cost Estimate for Primary Plat
Morley Project #11139-4.003-B

LETTER OF CREDIT AMOUNTS
APPROVED BY:
Bobby Howard, PE
Warrick County Engineer

Engineer's Cost Estimate

Streets	Qty	Unit	Unit Cost	Estimated Cost
Victoria Woods Drive	319	EA	\$110.00	\$35,100.00
Line B	455	LF	\$110.00	\$50,050.00
Line C	35	LF	\$110.00	\$3,850.00
Line D/E	35	LF	\$110.00	\$3,850.00
Line G	35	LF	\$110.00	\$3,850.00
Line I	1,272	LF	\$110.00	\$139,920.00
Connecting to Oak Grove Rd and Roslin Rd	1	LS	\$8,000.00	\$8,000.00
Connecting to Jenner Rd and Baker Rd	1	LS	\$8,000.00	\$8,000.00
Cul-de-sac	1	LS	\$8,000.00	\$8,000.00
Subtotal for Streets			\$5,000.00	\$3,236,610.00
Signs				
Stop Sign	8	EA	\$300.00	\$2,400.00
Thermoplastic Stop Bar	8	EA	\$200.00	\$1,600.00
Street Sign with Post	7	EA	\$250.00	\$1,750.00
Speed Limit Sign with Post	1	EA	\$250.00	\$250.00
Stop Ahead Sign with Post	1	EA	\$250.00	\$250.00
One Way Sign	1	EA	\$250.00	\$250.00
No. Not Enter Sign with Post	1	EA	\$250.00	\$250.00
Subtotal for Signs			\$250.00	\$6,750.00
Miscellaneous				
Timber Guardrail	405	LF	\$100.00	\$40,500.00
End of Road Sign	1	LS	\$50,000.00	\$50,000.00
Subtotal for Miscellaneous			\$50,000.00	\$90,500.00
Storm Sewers				
12" RCP	32	EA	\$350.00	\$11,200.00
15" RCP	93	LF	\$235.00	\$21,855.00
Subtotal for Storm Sewers	1602	LF	\$340.00	\$548,080.00

Victoria Woods Section 1
COC Cost Estimate
2 of 2

18" RCP	1027	LF	\$45.00	\$46,215.00
24" RCP	445	LF	\$75.00	\$33,375.00
30" RCP	234	LF	\$100.00	\$23,400.00
36" RCP	50	LF	\$120.00	\$6,000.00
48" RCP	295	LF	\$150.00	\$44,250.00
Curb Inlet	40	EA	\$2,000.00	\$80,000.00
Area Drain/Manhole	9	EA	\$1,600.00	\$14,400.00
Backfill	2786	TON	\$25.00	\$69,645.00
24" Box Culvert	190	LF	\$900.00	\$171,000.00
24" Precast Concrete Headwall	1	EA	\$150.00	\$150.00
Swale Grading	1775	LF	\$1.50	\$2,662.50
Subtotal for Storm Sewers			\$11,527.50	\$613,527.50
Sidewalks				
All Streets	2220	LF	\$15.00	\$33,300.00
ADA Curb Ramps	2	EA	\$600.00	\$1,200.00
Subtotal for Sidewalks			\$600.00	\$34,500.00
Multipurpose Trail				
8" HMA Trail w/ Rock	9300	LF	\$45.00	\$418,500.00
Subtotal for Multipurpose Trail			\$45.00	\$418,500.00
TOTAL COST ESTIMATE				\$ 2,398,387.50



Engineer's Cost Estimate prepared and respectfully submitted by:
James E. Morley, P.E.
James E. Morley, P.E.
Indiana Registration No. 10100250
Date Prepared: April 12, 2021

FILED
APR 12 2021
WARWICK COUNTY
AREA PLANNING COMMISSION

WARWICK COUNTY, INDIANA
Board of County Commissioners
Courtroom - Room 201
Boonville, IN 47601

Certificate of Compliance - Victoria Woods Section 1 Plan and Specifications - Street Construction

Submission Date: March 2, 2021
Probable Start Construction: April, 2021
Probable Finish Construction: April, 2023

Project Location: Property located Northeast of Victoria's National Golf Club approximately 2.900 feet North of the intersection of Oak Grove Road and Roslin Road.

Describe in detail type of street construction:

1,032 LF of 30" roadway consisting of twenty-four (24) feet of concrete pavement or asphalt pavement with two (2) foot wide gravel shoulder and one (1) foot wide earth shoulder along each side.
7,057 LF of 30' (Back-of-Curb to Back-of-Curb) roadway consisting of twenty-six (26) feet of concrete pavement or asphalt pavement with two (2) foot wide curb and gutter along each side.
516 LF of double 18" (Back-of-Curb to Back-of-Curb) roadway consisting of twenty-six (26) feet of concrete pavement or asphalt pavement with two (2) foot wide gravel shoulder and one (1) foot wide earth shoulder along each side.
Offsite Road - 2,447 LF of 30' roadway consisting of twenty-four (24) feet of concrete pavement or asphalt pavement with two (2) foot wide gravel shoulder and one (1) foot wide earth shoulder along each side.

The roadway sections shall have:

- 1) Concrete Pavement
- 2) 6" Concrete Pavement
- 3) 4" Granular Base - #53
- Or
- 1) Asphalt Pavement
- 2) 1.5" HAC surface type B
- 3) 2.5" HAC binder - base
- 4) 4" granular base - #53

All storm sewers shall be Reinforce Concrete (RCP) as specified in the construction plans. All earthwork shall be compacted to 96% standard proctor.

Lawn area within the roadway, right-of-way, and all drainage ditches and swales to be seeded. An erosion control plan shall be submitted to Indiana Department of Environmental Management and MS4 Operator.

TOTAL Streets - See attached engineer cost estimate
TOTAL Signs - See attached engineer cost estimate
TOTAL Storm Sewer - See attached engineer cost estimate
TOTAL Sidewalks - See attached engineer cost estimate

I, the Owner of the above named subdivision certify that the information given above is correct and I will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

FILED

MAR 03 2021
WARRICK COUNTY
AREA PLAN COMMISSION

Owner name: Jordan M. Alder - Oakland Holdings LLC
Signature: _____
Address: 844 N Baker Road, Boonville, IN 47601

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in compliance with the Standards for road and street construction as set forth in the subdivision Control Ordinance for Warrick County, Indiana.

That the plans and specifications as presented and attached hereto are under my dominion and control and were created by me and my employees.

Signature: _____
Typed Name: James E. Morley



Engineer: Licensed Land Surveyor Ind. Reg. No. 10100250 Phone No. 812-464-9585
Address: 4800 Rosebud Lane, Newburgh, IN 47630 SEAL

I will perform reasonable and periodic inspection of this project during construction to determine that such construction is in accordance with the plans and specifications for this project approved by the Board of County Commissioners, Warrick County, Indiana, and submitted hereto.

Signature: _____
Typed Name: James E. Morley



Engineer: Licensed Land Surveyor Ind. Reg. No. 10100250 Phone No. 812-464-9585
Address: 4800 Rosebud Lane, Newburgh, IN 47630 SEAL

J:\11000\11100-11100\Civil\30\Documents\Primary\Second Submittal\1100 Primary Plat Certificate of Compliance.docx Page 2

Reviewed By: Area Plan Commission
Date: _____ Comments: _____

Reviewed By: County Engineer
Date: _____ Comments: _____

Approved by the Board of County Commissioners this 10 day of May, 2021.
By: _____
President
Member
Member

Attest: _____
County Auditor

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and the County Engineer. One Copy shall be retained by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

J:\11000\11100-11100\Civil\30\Documents\Primary\Second Submittal\1100 Primary Plat Certificate of Compliance.docx Page 3



April 6, 2021
Warrick County Area Plan Commission
107 W. Locust Street
Courthouse, Room 101
Boonville, IN 47601

Re: Bell Road Apartments PUD East
Storm Sewer
Our Project No. 17-2772

Storm Sewer	Quantity	Unit	\$ / Unit	Amount to
12" N-12 Water Tight HDPE	130	LF	\$20.00	\$2,600.00
15" N-12 Water Tight HDPE	130	LF	\$20.00	\$2,600.00
24" N-12 Water Tight HDPE	265	LF	\$35.00	\$9,275.00
30" x 30" Box	2	EA	\$2,400.00	\$4,800.00
Bedding/backfill	1	LS	\$5,000.00	\$5,000.00
Sub-Total: Storm Sewer				\$40,875.00
10% Contingency				\$4,087.50
Total: Storm Sewer				\$44,962.50

Prepared by: _____
CASH WAGNER & ASSOCIATES, INC.
Indiana Registration # 10403070
Date: _____

cc: Dr. Mansoor Khan
File
1.4 BRADLEY CIRCUIT, SUITE #
BOONVILLE, IN 47601

FILED
APR 06 2021
WARRICK COUNTY
AREA PLAN COMMISSION

Reviewed By: Area Plan Commission

Date: _____ Comments _____

By: _____

Reviewed By: County Engineer

Date: _____ Comments _____

By: _____

Approval granted by the Board of County Commissioners this 10 day of April, 2021.

[Signature]
Precinct Member
[Signature]
Member
[Signature]
Member

Attest:
[Signature]
County Auditor

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and the County Engineer. Original copies shall be filed by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

J:\11006451100-11100\11100\ch\1 30\Documents\Primary\Second Submittal\1130 Primary Plat Certificate of Compliance.docx Page 3

WARRICK COUNTY, INDIANA
Board of County Commissioners
County Auditor
Boonville, In. 47601

CERTIFICATE OF COMPLIANCE
Plan and Specifications - Street Construction

BEH BEH APPO APPO BEH BEH EAST

Submission Date: April 6, 2021

Probable Start Construction: May 19, 2021

Probable Finish Construction: December 31, 2023

Project Location: Located on the West side of Bell Road approximately 1,500 feet north of the Highway 66 and Bell Road intersection.

Describe in detail type of street construction:

Private streets will be constructed 24 feet in width. The private streets will consist of 8 inches of #55 stone, 2 1/2 inches of 1 1/2" base and 1/2 inch of PRMA surface.
The commercial drive at the Bell Road entrance will consist of 6 inches of #53 stone, 6 inches of 1 1/2" base and 1 inch of PRMA surface.

Name of Street	No. of Linear Ft.	Est. Cost of Construction
Mossiah Drive	391' @ \$750/LF	\$ 293,250.00
Camasa Drive	197' @ \$750/LF	\$ 147,750.00
North Drive	248' @ \$590/LF	\$ 22,320.00
Mary Drive	240' @ \$750/LF	\$ 18,000.00
Lotus Drive	304' @ \$750/LF	\$ 22,800.00
Rumli Drive	313' @ \$750/LF	\$ 23,475.00
India Court	218' @ \$750/LF	\$ 16,350.00
Road #8	286' @ \$750/LF	\$ 21,450.00
10% Contingency		\$ 15,827.00
TOTAL		\$185,022.00

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:

Total Estimated Cost of Street Construction is \$ 185,022.00.

Total Estimated Cost of Storm Sewer Construction is \$ 45,052.70

FILED
APR 06 2021
WARRICK COUNTY CLERK

I, the undersigned, being a duly licensed Professional Engineer in the State of Indiana, do hereby certify that the above named subdivision complies with the information given above and that the same conforms to the provisions of the laws of the State of Indiana relating to the subdivision of land.

Signature: *[Signature]*
Name: Michael J. Kelly
Address: 11111 N. State St., Indianapolis, IN 46240

I certify that to the best of my knowledge and belief:

1. That these plans and specifications for this subdivision are in compliance with the provisions of the laws of the State of Indiana relating to the subdivision of land.
2. That the plans and specifications as presented and attached hereto are under my supervision and control and were created by my employees and me.

Signature: *[Signature]*
Name: Chad M. Smith
Address: 11111 N. State St., Indianapolis, IN 46240

Typed Name: Chad M. Smith
Professional Land Surveyor
Address: 11111 N. State St., Indianapolis, IN 46240

Ind. Reg. No.: 12E-18063-EB
Phone No.: (317) 401-5561
SEAL

I will perform my duties and discharge my responsibilities in this position during construction to the best of my ability and in accordance with the laws of the State of Indiana relating to the subdivision of land.

Signature: *[Signature]*
Name: Chad M. Smith
Address: 11111 N. State St., Indianapolis, IN 46240

Typed Name: Chad M. Smith
Professional Land Surveyor
Address: 11111 N. State St., Indianapolis, IN 46240



Service Agreement

THIS AGREEMENT (this "Agreement"), entered into by and between Warrick County, Indiana, by and through the Board of Commissioners of Warrick County (the "County"), having offices located at 107 W. Locust Street, South Ellettsville, Indiana 47720, Firetech Sprinkler and Backflow Services, LLC ("Firetech"), a vendor, having offices located at 3435 Orchard Road, Evansville, Indiana 47720.

WITNESSETH THAT:

WHEREAS, the County desires to contract with a vendor for the provision of labor and materials required to install and replace a fire protection system and associated components in the Warrick County Security Center (the "Services");

WHEREAS, Ind. Code 36-1-12-4.7 authorizes the County to award a contract for the provision of the Services to the lowest responsible and responsive offeror;

WHEREAS, the County, at its regularly scheduled meeting on May 10, 2021, voted to accept Firetech's most recent proposal of the Services available for purchase by the County (the "Proposal"), a copy of which is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Firetech agree as follows:

1. **Scope of Work.** Firetech shall furnish the Services to the County as proposed and described by the terms contained in Exhibit A.
2. **Term.** The term of this Agreement shall be May 10, 2021 through June 18, 2021.
3. **Termination.** In the event Firetech violates, defaults on, or otherwise breaches, the terms of this Agreement, the County, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice to Firetech. In the event of such termination, the County shall have no further obligations under this Agreement and shall not be obligated to make any additional payments to Firetech.
4. **Relationship of Parties.** Firetech acknowledges that it has entered into this Agreement as an independent Contractor of the County and shall not represent itself, or permit any of its employees to represent itself, as an agent, employee, or representative of the County. Firetech shall neither be considered an employee of the County nor entitled to any benefits normally provided to an employee of the County. No liability of any nature shall attach to the County by reason of any claim which Firetech may have against any other subcontractor or other parties arising out of the performance of this Agreement.
5. **Entire Agreement.** Both parties acknowledge that this Agreement represents the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall supersede all prior negotiations between such parties, and may be amended, supplemented, or changed only by an instrument in writing which makes specific reference to this Agreement, and which is signed by all of the parties hereto. Neither party shall assign or delegate any of its rights or obligations herein without the prior written consent of the other party.

6. **Governing Law.** This Agreement is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Both parties acknowledge that the judicial venue over a controversy arising out of this Agreement is Warrick County, Indiana.

7. **Notices.** All notices, elections, requests, demands, and/or other communications required or permitted hereunder shall be given in writing and personally delivered or sent by a nationally-recognized express courier services offering overnight delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other person or such other address as either party hereto shall have given via written notice to the other):

If to the County:	If to Firetech:
Warrick County Commissioners 107 W. Locust Street, Suite 301 Boonville, IN 47601	Firetech Sprinkler and Backflow Services, LLC 3435 Orchard Road Evansville, IN 47720

Either party may change the address to which a notice is to be sent from time to time, upon providing written notice to the other parties hereto as provided above.


8. **Waiver.** Compliance with any provision hereof may be waived, but only in writing by all of the parties hereto. No exercise, or failure to exercise, any right hereunder, and no partial or single exercise, of that or any other right shall be construed to be a waiver of that or any other right, it being understood that all such rights and remedies are cumulative and not exclusive.

9. **Counterparts and Copies.** This Agreement may be executed in counterparts. Both parties acknowledge that paper or electronically transmitted copies of this Agreement are enforceable as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"COUNTY"
WARRICK COUNTY
BOARD OF COMMISSIONERS

"FIRETECH"
Firetech Sprinkler and Backflow Service, LLC.

 Date: 5/11/2021 (Officer Name), (Position) Date: _____

Robert H. Johnson, Jr., Date: _____
Vice President

 Date: 5/11/2021
Dan Saylor, Member

6. **Governing Law.** This Agreement is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Both parties acknowledge that the judicial venue over a controversy arising out of this Agreement is Warrick County, Indiana.

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If to the County:	If to Firetech:
Warrick County Commissioners 107 W. Locust Street, Suite 301 Boonville, IN 47601	Firetech Sprinkler and Backflow Service, LLC 3435 Orchard Road Evansville, IN 47720

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"COUNTY"
WARRICK COUNTY
BOARD OF COMMISSIONERS

"FIRETECH"
Firetech Sprinkler and Backflow Service, LLC.

Terry J Phillippe, President Date: _____

 Date: 5/11/2021
Dan Saylor, Member

Robert H. Johnson, Jr., Date: _____
Vice President

Dan Saylor, Member Date: _____

EXHIBIT A

FIRETECH

SPRINKLER & BACKFLOW SERVICE, L.L.C

5-14-21
Priority One Fire and Security
2226 Glenview Drive
Evansville, Indiana 47720

Firetech Sprinkler And Backflow Service proposes to furnish labor and material for the following:
- Replace all of the recalled Central Omega Institutional sprinklers located in the cells, hallways, and other rooms of the jail area that have the old Central recalled sprinklers. The pricing is as follows:

Material costs for the institutional sprinklers, escutcheons, and sprinkler wrenches:
147- Viking VK427 chrome horizontal sidewall institutional sprinklers @ \$35.80 each- \$5,262.60
49- Viking VK426 chrome pendent institutional sprinklers @ \$31.05 each- \$1,521.45
196- Viking 3 inch, chrome flush sprinkler escutcheon @ \$3.60 each- \$705.60
2- sprinkler wrenches for Viking institutional sprinklers @ \$122.20 each- \$244.40
Total for the material above- \$7,734.05 (Does not include Indiana sales tax)

Material costs if the piping to the fire sprinklers requires modification:
1 inch schedule 40 black pipe- \$2.95 per foot (Does not include sales tax)
1x1/2 reducing coupling- \$1.95 each (Does not include sales tax)

- We will fill out a field work order daily and invoice for the pipe and reducing couplings used.

Labor not to exceed 196 hours at \$100.00 per hour- Not to exceed- \$19,600.00
- We will only invoice for the labor needed to replace the recalled fire sprinklers.

3435 Orchard Road Evansville, IN 47720 Telephone 812-568-4482 Fax 812-963-6141

FIRETECH

SPRINKLER & BACKFLOW SERVICE, L.L.C

Note- I observed many of the existing institutional sprinklers had a gap between the back of the escutcheon and the wall. I'm anticipating that many of the sprinklers will require replacing or removing against the wall. I was told there is no room above the existing ceilings to access the existing fire sprinkler system piping where pendent sprinklers are installed in the ceilings. The piping for sidewall sprinklers that are installed on walls that border the hallways will also be inaccessible. We offer no guarantee that we will be able to remove and recut or replace any of the piping that is inaccessible. The labor quoted is based on inmates being removed from our areas of work in advance of us moving to each area to replace sprinklers.

- Overtime labor is not included in this estimate. All work to be done during normal business hours.

Firetech Sprinkler and Backflow Service is approved to proceed with the work as specified above.

Accepted by (printed) TOPEY J. PHILLIPPO

Accepted by (signed) 

Date accepted MAY 14, 2021

Thank you for the opportunity to quote this project.

Respectfully,

Jay Wolf

Firetech Sprinkler and Backflow Service

3435 Orchard Road Evansville, IN 47720 Telephone 812-568-4482 Fax 812-963-6141

EXHIBIT A

FIRETECH

SPRINKLER & BACKFLOW SERVICE, L.L.C

5-14-21
Priority One Fire and Security
2226 Glenview Drive
Evansville, Indiana 47720

RE: Warrick County Jail, Boonville, Indiana

Firetech Sprinkler and Backflow Service proposes to furnish labor and material for the following:

1. Install a new pressure gauge on the fire sprinkler riser- \$80.00

2. Replace the defective fire pump suction gauge with a new liquid filled -30 Vac- 150 psi gauge- \$150.00

3. Replace the tamper switch on the fire pump suction gate valve- \$355.00

- We will test the existing tamper switch to determine if the switch is defective prior to replacing. The switch will not be replaced if the switch is not defective. There will be no charge for testing the switch as long as it's done while onsite doing other work.

- Does not include electrical wiring or correcting problems with the fire alarm system.

4. Install a new inspectors test valve and associated piping at the wet system riser in the fire pump room because the current inspectors test valve discharges to a mop sink that can't handle the flow of water. \$675.00

5. Provide the following spare sprinklers and install a new sprinkler cabinet.

6- Pendent institutional sprinklers

6- Horizontal institutional sprinklers

Total labor and material- \$500.00

6. Replace the defective fire pump casing relief valve- \$975.00

7. The fire pump had an extremely low suction pressure while flowing the rated flow of the fire pump. This is likely caused by a closed city control valve or some other obstruction in the underground supply piping. We recommend supply side shut off valves be installed at the city control valve and backflow preventer to allow the water department to seal off the supply valves on the city underground supply to fully test the backflow preventer. We will be onsite to observe the troubleshooting further if no problems are found with the city water control valve. No pricing provided at this time.

- This estimate does not include overtime labor. All work to be done during normal business hours.

3435 Orchard Road Evansville, IN 47720 Telephone 812-568-4482 Fax 812-963-6141



Firetech Sprinkler and Backflow Service is approved with the work as specified above.

Accepted by (Printed), Terry J Phillippe
Accepted by (signed)
Date accepted May 14, 2021

Thank you for the opportunity to quote this project.
Respectfully,
Jay Wolff
Firetech Sprinkler and Backflow Service

3435 Orchard Road Evansville, IN 47720 Telephone 812-568-4482 Fax 812-963-6141

Warrick County Claims for Payment
Commissioner's Meeting - Monday, May 10th, 2021
Quill (Heath Dept.) \$ 66.51 Coffee
Tri-State Poly Lift (LR&S) \$ 881.53 No contract on file.
Merrittain (Commissioners) \$ 99,955.93 Nothing to balance back to.
\$ 100,993.97

Signatures of Terry Phillippe, Bob Johnson, Dan Saylor, and Debbie Stevens.

Table with multiple columns listing various vendors and their respective amounts, including categories like 'Food Bank', 'Warrick County Claims for Payment', and 'Warrick County Claims for Payment - Monday, May 10th, 2021'.

SECOND AMENDMENT TO BROADBAND ECONOMIC DEVELOPMENT AGREEMENT

This Second Amendment to Broadband Economic Development Agreement (the "Second Amendment"), dated as of **April 10, 2021** (the "Amendment Date"), is by and between Warrick County, Indiana ("County"), an Indiana political subdivision, by and through its Department of Economic Development ("Economic Development Department"), and Mainstream Fiber Networks, LLC ("Mainstream").

RECITALS

- A. The Economic Development Department and Mainstream entered into that certain Broadband Economic Development Agreement dated October 18, 2018 (the "Broadband Agreement").
- B. The Economic Development Department and Mainstream entered into that certain First Amendment to Broadband Economic Development Agreement dated February 2, 2020 (the "First Amendment"). The Economic Development Department and the First Amendment, collectively, shall be referred to as the Broadband Agreement.
- C. The Economic Development Department and Mainstream desire to further amend the Broadband Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Economic Development Department and Mainstream hereby agree to amend the Broadband Agreement as follows:

1. Revisions to Section 2.3(d) of the Broadband Agreement. Section 2.3(d) of the Broadband Agreement is hereby amended by deleting the word "reserved" from the 12th line. Section 2.3(d) of the Broadband Agreement is further amended by adding a second paragraph which reads:

Notwithstanding anything to the contrary in this Agreement (including all of its Exhibits), Mainstream agrees that the County and the Schools may use dark fiber (four dark fiber pairs from the backbone and two dark fiber pairs from the lateral fiber), and such use shall be without charge.

2. Revisions to Section 2.3(f) of the Broadband Agreement. Section 2.3(f) of the Broadband Agreement is hereby amended by adding second, third and fourth paragraphs which read:

"For any Required Connection Address, if Mainstream is unable to obtain agreement from applicable property owners and/or lessees regarding (i) whether fiber is to be installed at any of such owners' and/or lessees' Required Connection Address(es); or, (ii) the location of such installation at such Required Connection Address(es); or (iii) the delivery of a license by such owners and/or lessees to Mainstream to enter upon or

within such Required Connection Address(es) to effect such installation, then Mainstream shall, in each such case, (A) install a handhold or provide overhead access in the right-of-way as close to such such Required Connection Address as practicable and (B) install a handhold or provide overhead access in the right-of-way as close to such such installation being then given by such owners and/or lessees. Install fiber (with no installation charge) within a commercially reasonable timeframe, all according to this Section. The Economic Development Department agrees to take all reasonable commercial efforts to assist Mainstream (upon request) to contact such property owners and/or lessees and explain Mainstream's obligation to make such installation(s)."

"If Mainstream fails to perform as this Section 2.3 (f) requires, the Economic Development Department may enforce these provisions through specific performance and, regarding each such failure of performance as to any Required Connection Address, Mainstream shall pay liquidated damages of Five Thousand and no/100 Dollars (5,000.00) per Required Connection Address. Such damages shall be payable and compensation for its failure to perform and not as a penalty. The parties acknowledge that the provisions of Section 10.17 of this Broadband Agreement shall apply to any such action."

"Mainstream shall (for five (5) years from the Clearance Date) report any updates to the Economic Development Department regarding the placement of fiber to the Required Connection Address(es) every three (3) months."

3. Revisions to Section 3.1 of the Broadband Agreement. Section 3.1 of the Broadband Agreement is hereby amended:

(a) by deleting from the third sentence commencing in line 6 which reads as follows: "(i) Mainstream shall, in each such case, (A) install a handhold or provide overhead access in the right-of-way as close to such such Required Connection Address as practicable and (B) install a handhold or provide overhead access in the right-of-way as close to such such installation being then given by such owners and/or lessees. Install fiber (with no installation charge) within a commercially reasonable timeframe, all according to this Section. The Economic Development Department agrees to take all reasonable commercial efforts to assist Mainstream (upon request) to contact such property owners and/or lessees and explain Mainstream's obligation to make such installation(s)."; and by adding in its place, the following: "(i) except for the installation of fiber at Required Connection Addresses as referenced in Section 2.3(f) of this Broadband Agreement, Mainstream has fully completed all elements of work identified in the Project Plan attached hereto as Exhibit A, as modified by the Final Engineering Plans attached hereto as Exhibit B"; and

(b) by deleting the word "and" in the tenth line ; and

(c) by adding a fourth clause to the end of such third sentence which reads as follows, "and (iv) Mainstream shall have passed (in the right of way) each Required Connection Address with Backbone Fiber."

4. Effectiveness. Except as modified by this Second Amendment, which shall become effective as of the Amendment Date, the parties acknowledge and agree that the Broadband Agreement is in full force and effect in accordance with its terms.

5. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same agreement. Facsimile or PDF signatures hereon shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Economic Development Department and Mainstream have caused this Second Amendment to be executed as of the Amendment Date.

Warrick County, Indiana, by and through its Department of Economic Development

By: 
Steve Trapp
Executive Director

"Economic Development Department"

WARRICK COUNTY BOARD OF COMMISSIONERS

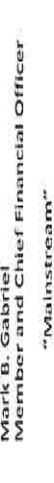
Terry Phillips, President


Robert H. Johnson, Jr., Vice President


Dan Saylor, Member

"County"

Mainstream Fiber Networks, LLC

By: 
Mark B. Gabriel
Member and Chief Financial Officer

"Mainstream"

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # 2020-21-0000000001

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and Warrick County, a local unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement: Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$350,675.98 (the "Grant"), representing 50% of the eligible costs of the local project) described in Attachment A (the "Grant Agreement"), which is incorporated fully herein. The funds shall be used solely in accordance with the terms and conditions set forth herein. The Grant shall be in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee. The Grantee hereby represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information provided in Attachment A is true and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

3. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently delinquent, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into contracts with the State. The Grantee further certifies that it is not a "person" as defined in Indiana Code § 8-23-30. The Grantee agrees to indemnify the State from and hold the State harmless for a full and complete and final settlement of any claim for a civil penalty under Ind. Code § 36-1-8-5.1.

4. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) local income tax under Ind. Code § 6-3.6-9-17; or (3) local entry duty fund under Ind. Code § 36-1-8-5.1.

5. The Grantee uses an approved transportation asset management plan on file with the State. 6. Implementation of and Reporting on the Project. The Grantee shall implement the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

7. Term. This Grant Agreement commences on the date approved by the State Budget Agency and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written consent of the State.

Page 1 of 11

8. Payment of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

9. The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as Attachment B and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the State shall have the right to terminate the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

10. Grant Funding. Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

A. It may use the State funds only for the Project described in Attachment A.

B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
- ii. may not participate in the grant program during the succeeding calendar year.

C. It shall provide local matching funds equal to not less than 50% of the estimated project cost.

D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor.

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional project expenses of any kind.

F. Payment of Claims. A. Payment of all or a portion of the Grant funds is permitted by statute or regulation and the State will advance payment of all or a portion of the Grant funds to the Grantee upon submission of a proper claim setting out the intended purposes of these funds. After such funds have been expended, the Grantee shall provide State with a reconciliation of these expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$350,675.98. The Grantee

Page 2 of 11

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supporting documentation as designated by the State. Claims submitted without supporting documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State grant and the Grantee's 50% match shall be borne by the Grantee. The State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the project and provide all relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available to all reasonable times during the term of the Grant Agreement and for a period of three (3) years after the final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at an cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 or any law required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Grant Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with Financial Assistance from Government Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State, the Grantee shall submit to the State within forty-five (45) days after receipt of a billing from the State, shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Page 3 of 11

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

D. If for any reason the State finds non-compliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such amount within sixty (60) calendar days of the date the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws. A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference, including but not limited to any applicable federal, state or local laws, rules, regulations or ordinances that may be promulgated after execution of this Grant Agreement, that are required by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a fiduciary relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq., and the regulations promulgated thereunder. If the Grantee or any of its officers, employees, or special state appointees, with knowledge of the provisions of this Grant Agreement, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-1, prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission at the following website: <http://www.in.gov/ethics/>. If the Grantee or its agents violate any applicable ethical standards, the State may, at its discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 3-5-14.1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor the principals it presently or in the future owns, controls, manages, directs, or exercises a substantial influence over, is presently or in the future employed by, or is a partner, officer, director, owner, partner, key employee or other person who is due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the Grantee does not dispute the State's findings of fact, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDAM) at the following website: <http://www.in.gov/idam/>. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required health, license, insurance, and other permits and activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC § 24-5.12 [Telephone Solicitations]; or
- (iii) IC § 24-5.14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (655) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee, or an affiliate or principal of the Grantee, shall not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law.

(3) The Grantee and any principals of the Grantee, or an affiliate or principal of the Grantee, shall not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law; and

(4) The Grantee and any principals of the Grantee, or an affiliate or principal of the Grantee, shall not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law.

10. Debarment and Suspension. A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, or otherwise disqualified from entering into this Grant by any Federal agency or by any department, agency or instrumentality of the State, or by any State agency for the purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recurrences or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to ensure that the contractual relationship with the subcontractor for work to be performed under this Grant Agreement is terminated.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby certifies that it shall, with effect from the date of receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions, including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) the availability of drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying, in writing, the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of a drug abuse violation occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-3-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien;

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated

or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. **Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. **Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. **Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of IFA/MPO and Grant Administration
Attention: Director of IFA/MPO and Grant Administration
100 North Senate Avenue, Room N758 - Local Programs
Indianapolis, IN 46204
E-mail: indofinmops@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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B. Notices to the State regarding project management shall be sent to respective District Office:

Shawn Benner,
Vincennes District
3650 South U.S. Hwy 41
Vincennes, IN 47591
Email: sbenner1@indot.in.gov

C. Notices to the Grantee shall be sent to:

Warrick County
ATTN: Terry Phillips
107 West Locust Street Courthouse Boonville
BOONVILLE, IN 47601
Email: terry@warrickcounty.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. **Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. **Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. **Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2019 OAG/IDOA Professional Services Contract Manual or the 2019 SCM Template) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

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Non-Confusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee] Warrick County

Indiana Department of Transportation

By: *See Attached*

By: _____

Name and Title, Printed
Date: _____

Joseph McGuinness, Commissioner
Date: _____ (for)

Approved by:
Indiana Department of Administration
By: _____ (for)

Approved by:
State Budget Agency

By: Lesley A. Crane, Commissioner
Date: _____

By: Zachary Q. Jackson, Director
Date: _____ (for)

APPROVED as to Form and Legality:
Office of the Attorney General

By: Curtis T. Hill, Jr., Attorney General
Date: _____ (for)

Form approval has been granted by the
Office of the Attorney General pursuant to

IC 4-13-2-14.3(e) on November 24, 2020

FA 20-89

This instrument was prepared by the undersigned attorney:

Date: _____

Attorney:
Indiana Department of Transportation
1101 N. Senate Avenue
Indianapolis, IN 46204

SUPPLEMENTARY SIGNATURES

[Grantee]

By: [Signature]
Name and Title, Printed: Sherry Phillips
Date: 5/10/21

By: _____

Name and Title, Printed
Date: _____

By: [Signature]
Name and Title, Printed: Robert Johnson Jr
Date: 5/10/21

By: _____

Name and Title, Printed
Date: _____

By: [Signature]
Name and Title, Printed: Dan Sawyer - Commissioner
Date: May 10, 2021

By: _____

Name and Title, Printed
Date: _____

By: _____
Name and Title, Printed
Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des No: 2100533
Program: Local Roads and Bridges Matching Grants
Type of Project: HMA Overlay Minor Structural
Location:

Route Name	From	To
WEYERBACHER RD	Turpin Hill Road	Stanley Road
WEYERBACHER RD North	Stanley Road	County Line

Application ID: 10441

A general scope/description of the Project is as follows:
Dig out and do base repair as needed, then pave intermediate or wedge and level areas as needed, Pave 1.5" of surface over entire roadway then stripe and shoulder stone the roadway.

The maximum amount of state funds allocated to the Project is \$350,675.98

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