

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
June 12, 2023
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President; Robert Johnson, Vice President; and Dan Saylor, Member.

Attorney Andrew Skinner and Administrator Heather Soberg were in attendance.

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

Commissioner Meetings can be viewed via YouTube: Warrick County Meetings

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
COMPREHENSIVE ZONING ORDINANCE CHANGES**

Area Plan Director Molly Barnhill presented three new ordinances changing the Comprehensive Zoning Ordinances involving Bed and Breakfasts in Warrick County:

- AN ORDINANCE TO AMEND ARTICLE V, SPECIAL USES, SECTION 3, SPECIAL USE DESIGNATIONS OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

The purpose of this ordinance is to designate SU-30, being Bed & Breakfast, under Special Use Designations. A motion to recommend Article V, Special Uses, Section 3, Special Use Designations as written was passed unanimously by the APC Board.

- AN ORDINANCE TO AMEND ARTICLE V, SPECIAL USES, SECTION 4, SPECIAL USE DESIGNATIONS OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

The purpose of this ordinance is to amend Table A, by adding SU-30 under "A" Agriculture and "CON" Conservancy Zoning Districts. A motion to recommend "A", "CON", "R-1", "R-1A", "R-1B", "R-1C", and "R-1D" to Article V, Section 4 was passed unanimously by the APC Board.

- AN ORDINANCE TO AMEND ARTICLE V, SPECIAL USES, SECTION 5, PROCEDURE OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

The purpose of this ordinance is to add section "N" procedures for SU-30, Bed and Breakfast. A motion to recommend Article V, Section 5, Procedures of the Comprehensive Zoning Ordinance subject to the change that parking will be on premises was made and passed unanimously by the APC Board.

Ms. Barnhill stated that the certifications had been done. Commissioner Phillippe said that it didn't cover Airbnb's or Vrbo's. Ms. Barnhill went over some the particulars of the ordinances. Commissioner Johnson asked if the Health Department would have to inspect since food was being prepared. Since the Commissioners wished to research it and get more information, Commissioner Johnson made the motion to table. Commissioner Saylor seconded the motion. The motion carried 3-0.

**REQUEST FOR EXTENSION OF SURETY
MEIJER WARRICK SUBDIVISION**

Ms. Barnhill presented a Request for Extension of Surety for the Meijer Warrick Subdivision from the Meijer Stores Limited Partnership by Michael Kinstle, VP of Real Estate. The County is currently holding two letters of credit: one for a commercial entrance at \$85,000.00 and the other for drainage construction at \$214,000.00. They have had eight years and are requesting one year at the same dollar amount. The letters of credit expire June 27, 2023. This was tabled from the last Commissioner's meeting on May 8, 2023. Ms. Barnhill did speak with them. They plan to ask for one more year, then they will vacate the plat. When they are ready to build, they'll replat the subdivision. The Commissioners thanked her for checking into it. Commissioner Saylor made the motion to approve the extension. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Meijer Extension is located on Pages 5 through 6 of these Official Minutes)

**REQUEST FOR REZONE
PC-R-23-04 FOR SPECIAL WASTE SERVICES, INC**

Ms. Barnhill presented a Request to Rezone for petitioner Special Waste Services, INC by Joe Beard. The owner is J Rose Properties, LLC, also by Joe Beard. It's to rezone 3.15 acres located on the west side of Prospect Drive

approximately 600 feet north of the intersection formed by Vann Road and Prospect Drive from "M-2" General Industrial Zoning District to "M-3" Solid Waste Disposal Zoning District. It is Lots 7 & 8 in Warrick Research & Industrial Center No. 3 as recorded in Document #1996R-003758. Ohio 17-6-8. It was advertised in the Standard on March 2, 2023. The request was tabled from the March 13, 2023 and April 10, 2023 Commissioner meetings. It was recommended unanimously by the APC Board. Mr. Joe Beard and Mr. Matt Hills were present to answer any questions.

Commissioner Phillippe asked if any research had been done as far as environmental impact. He understood that the Health Department was unable to do the testing. Commissioner Johnson asked if ground samples had been done to determine if there was any contamination. Mr. Hills stated that regular submissions were made to environmental agencies. Commissioner Johnson was concerned about residences that were downhill from their operation.

The gentlemen briefly discussed the current operation. It is for disposal of grease and car wash pit liquid waste. The liquid is something that landfills are hesitant to take. In their proposed operation, they will use a fibrous pellet to make the liquid into a solid so it is accepted by the landfills. It will cut down on the costs to their customers. The liquid is put in concrete containers to avoid leakage then solidified. It would be processed when it comes in and not left to sit for extended periods. There will only be processing. Nothing is to be stored and nothing is to be in the open. He also went over their other services and the requirements for cleaning the grease traps. IDEM is there regularly to inspect their septic systems.

There was no one present to speak against the project.

Commissioner Saylor was concerned about what the M-3 allowed them to do that the Commissioners would not be aware of. Ms. Barnhill stated that the M-3 allowed the processing and that it was pretty specific.

Mr. Hills stated that the M-3 designation is required by IDEM for the processing and permit. They are not yet processing. Mr. Beard stated that IDEM is favorable to their operation. They also had documentation from IDEM on the project and their compliance.

Commissioner Phillippe would like to speak to IDEM on the matter. The Commissioners would like to do more research. After more discussion, it was decided to table the matter to the next meeting. Commissioner Saylor made the motion. Commissioner Johnson seconded the motion. The motion carried 3-0.

SIDEWALK ACKNOWLEDGEMENT HUNTINGTON CREEK SECTION B

Ms. Barnhill presented a Sidewalk Acknowledgement for Huntington Creek, Section B for Newburgh Development Group, LLC by Aaron Miller, owner. This includes Huntley Court at 881.0 lineal feet, Huntington Creek Drive at 910.0 lineal feet, Devon Court at 1,427.0 lineal feet, and Aston Court at 1,358.0 lineal feet. The County is holding \$6,453.00. They have had nineteen years. The surety expires December 21, 2023. County Engineer Bobby Howard was good with the acknowledgement. Commissioner Saylor made the motion to approve the acknowledgement. Commissioner Johnson seconded the motion. The motion carried 3-0.

(Huntington Creek Section B Acknowledgement is located on Pages 18 through 19 of these Official Minutes)

STREET CONSTRUCTION PLANS PP-23-07 CADBURY PHASES SUBDIVISION

Ms. Barnhill presented Street Construction Plans for PP-23-07, Cadbury Phases Subdivision. The petitioner/owner is Maken Corporation by Daniel Uebelhor, President. It's approximately 57.22 acres located on the south side of Oak Grove Road approximately 2,500 feet west from the intersection formed by Oak Grove Road and Roslin Road. It's in Ohio Township 17, 18, 19, & 20-6-8 with the complete legal on file. It was advertised in the Standard June 1, 2023. They are requesting no improvements to Oak Grove Road. Mr. Jeremy Eirod was present from Morley and Associates. There was some confusion because there are two primary plats, but Mr. Howard said that the current street plans went with the original plat and he had no issues with those plans. There are five lots associated with this plan. There was a brief discussion. Commissioner Bob Johnson made the motion to approve the plans. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(PP-23-07 is located on Pages 6 through 8 of these Official Minutes)

ACTION AGENDA APPROVAL OF MINUTES MAY 22, 2023

Minutes for the May 22, 2023 Regular Session meeting were presented to the Commissioners for approval. (Clarification: A typing error on the agenda stated the minutes were from May 29, 2023. This should have been listed and approved with the date of May 22, 2023. The correct minutes were submitted to Commissioners for review.) Commissioner Dan Saylor made the motion to approve the minutes. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

COUNTY ADMINISTRATOR CONSENT AGENDA

County Administrator Heather Soberg presented the following items on the Consent Agenda for approval:

- A. County Auditor Claims Voucher - Report Date 06/07/2023 (corrected)
- B. Payroll Voucher 06/02/2023 (corrected)
- C. Extension of Road Use Agreement Somerville Road, American Land Holdings, LLC
- D. Severe Weather Plan - Courthouse & Judicial Center
- E. Approval of Tri-State Fire Protection Proposals for Old Court House, Warrick County Judicial Center, and Warrick County Sheriff Dept.
- F. Treasurer's Monthly Report - April 2023
- G. EMA Deputy Director Take Home Vehicle Status

Administrator Soberg stated that the dates listed in the agenda for the Auditor Claims and Payroll Voucher were incorrect and stated the correct dates. Commissioner Dan Saylor made the motion to approve the items on the Consent Agenda with the corrected dates for Items A and B. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Claims are located on Pages 8 through 11 of these Official Minutes)

(Payroll is located on Page 12 of these Official Minutes)

(American Land Holdings RUA is located on File in the Commissioner's Office)

(Tri-State Fire Protection Proposals are located on File in the Auditor's Office)

(Treasurer's Report is located on Page 12 of these Official Minutes)

CONTRACT FOR THE HEALTH DEPARTMENT LINDA DERR

Ms. Soberg presented a contract they received from the Health Department for Linda Derr. Ms. Derr had retired unexpectedly, but they wished to use her services in training the employee that took her place. The County Attorney has reviewed the contract. Commissioner Johnson made the motion to approve the contract. Commissioner Saylor seconded the motion. The motion carried 3-0.

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

COUNTY ATTORNEY BAIRD ENGAGEMENT LETTER – SECURITY CENTER PROJECT BONDS

Attorney Andrew Skinner presented the Baird Engagement Letter as the underwriter for the bond issuance for the Security Center Project. This had been tabled from the last three Commissioner meetings. Attorney Skinner was happy with what was negotiated and stated it was ready for approval. Commissioner Johnson made the motion to approve the Baird Engagement Letter. Commissioner Saylor seconded the motion. The motion carried 3-0.

(Security Center Project Engagement Letter is located on File in the Auditor's Office)

BAIRD ENGAGEMENT LETTER – CAPITAL PROJECT BONDS

Attorney Skinner presented a second Baird Engagement Letter for underwriting services for the GO Bond roll-over for funding other projects. This will be mainly for the Highway Department Complex and other Capital Improvement Projects. Attorney Skinner said that it also was also a reduction in cost in part to negotiations by President Philippe. Commissioner Johnson made the motion to approve the Baird Engagement Letter for underwriting services. Commissioner Saylor seconded the motion. The motion carried 3-0.

(Capital Project Bond Engagement Letter is located on File in the Auditor's Office)

WARRICK COUNTY DRUG FREE COUNCIL CONTRACT YOUTH FIRST COORDINATOR

Next, Attorney Skinner presented the Warrick County Drug Free Council Contract that is currently with the Youth First Coordinator and Warrick County. The contract term is from October 2022 through March 2024. This just formalizes everything. Commissioner Dan Saylor made the motion to approve the contract. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Drug Free Council Contract is located on Pages 12 through 13 of these Official Minutes)

RQAW CONTRER PROJECT SECURITY CENTER PROJECT

Attorney Skinner also presented the RQAW AIA B-133 Contract for the Security Center. He said it had been reviewed and negotiated. It is a very lengthy contract, but is ready to approve. Commissioner Johnson made the motion to approve the RQAW Contract. Commissioner Saylor seconded the motion and thanked Commissioner Philippe for his work on it and the money saved for the taxpayers. The motion carried 3-0.

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

GARMONG CONTRACT

The Garmong Contract was presented to the Commissioners for approval. Commissioner Phillippe helped negotiate the fee for the services. Attorney Skinner stated there were several exhibits outlining terms and it was ready for approval. Commissioner Saylor thanked Mr. Skinner for his work with all the contracts and made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

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

HEALTH DEPARTMENT FUNDING OPT-IN RESOLUTION 2023-01

A resolution was presented involving the Health Department acknowledging and accepting the changes in funding structure at the state level. Resolution 2023-01 is a Resolution of the Warrick County Board of Commissioners accepting the State Public Health Funding. Commissioner Johnson made the motion to approve Resolution 2023-01. Commissioner Saylor seconded the motion. The motion carried 3-0.

(Resolution 2023-01 is located on Pages 14 of these Official Minutes)

CONTRACT FOR VECTOR CONTROL FOR THE HEALTH DEPARTMENT PAUL CRON

Attorney Skinner presented a Contract for Vector Control for the Health Department. The contract is with Mr. Paul Cron starting the month of June 2023 until December 2023 for \$2,400 a month. Commissioner Bob Johnson made a motion to approve the contract. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Paul Cron contract is located on Pages 19 through 22 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY TELEPHONE ROAD ADMINISTRATIVE SETTLEMENTS PARCEL 59

County Engineer and Highway Superintendent Bobby Howard presented three parcels for the Telephone Road Administrative Settlements for Right-of-Way purchase. First, though, he asked that Parcel 59 that was listed on the agenda be removed. It is not ready for approval as they are still getting a counter-offer together.

PARCELS 25

Next, Mr. Howard presented Parcel 25. The driveway needed to be relocated because of safety issues. They would also be moving a garage door. He recommended approval. Commissioner Dan Saylor made a motion to approve the administrative settlement for Parcel 25. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Parcel 25 is located on Pages 14 through 17 of these Official Minutes)

PARCEL 60

The next parcel was Parcel 60. There was an increase of \$2,500.00 for a fence that was originally rejected. Mr. Howard recommended the approval of the settlement with the increase. Commissioner Bob Johnson made the motion to approve the Parcel 60 settlement. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Parcel 60 is located on Page 18 of these Official Minutes)

PARCEL 32

The last parcel presented was Parcel 32. Mr. Howard asked to present this as it was not originally listed on the agenda. On Parcel 32, there was an increase of \$750.00 in regards to market value. Mr. Howard recommended approval of the increase. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Parcel 32 is located on Page 18 of these Official Minutes)

COUNTY SHERIFF SCANNING MACHINE DISCUSSION

Sheriff Mike Wilder brought before the Commissioners an issue with the scanning machine located in the Judicial Center. It has broken down and they are now researching options concerning the machine. The current machine was purchased refurbished. There was a brief discussion on the Courts paying part of the costs as the machine is present for their benefit. The Sheriff will keep them updated on their research.


COMMISSIONERS ITEMS FOR DISCUSSION

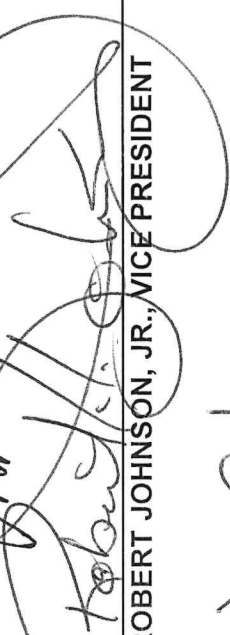
There were no other items of discussion.


ADJOURNMENT

The next Warrick County Commissioners' meeting will be held on Monday, June 26, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0. Meeting adjourned at 4:53 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS


TERRY PHELAN, PRESIDENT


ROBERT JOHNSON, JR., VICE PRESIDENT


DAN SAYLOR, MEMBER

ATTEST:

MICHAEL J. DIETSCH, AUDITOR
WARRICK COUNTY, INDIANA

Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary

Meier Subdivision
Request for Extension of Surety
May 22, 2023

BOARD OF COMMISSIONERS:


President

Member

Member

ATTEST:


Auditor
Date: 6-12-23



Handwritten signature

May 15, 2023

Molly Barnhill, Executive Director
Warrick County Planning Commission
107 West Locust Street, Historic Courthouse, Room 201
Boonville, IN 47601

RE: Meijer Subdivision- Letter of Credit Extension Request

Dear Ms. Barnhill:

On behalf of Meijer Stores Limited Partnership, I would like to request another 1-yr extension on Meijer's two year Letters of Credit on their property in the amount of \$85,000 for Entrance Construction and \$214,000 for Drainage Construction, which expire in June of 2023.

No construction has taken place and we are requesting a one year extension utilizing the dollar amounts used last year as follows:

- LOC No. 68094372- \$85,000 Entrance Construction
- LOC No. 68094371- \$214,000 Drainage Construction

Please let me know if you have any questions or need any additional information.

You can reach me directly at 937.531.1961 or email me at brian.smallwood@woolpert.com.

Sincerely,

Woolpert, Inc.

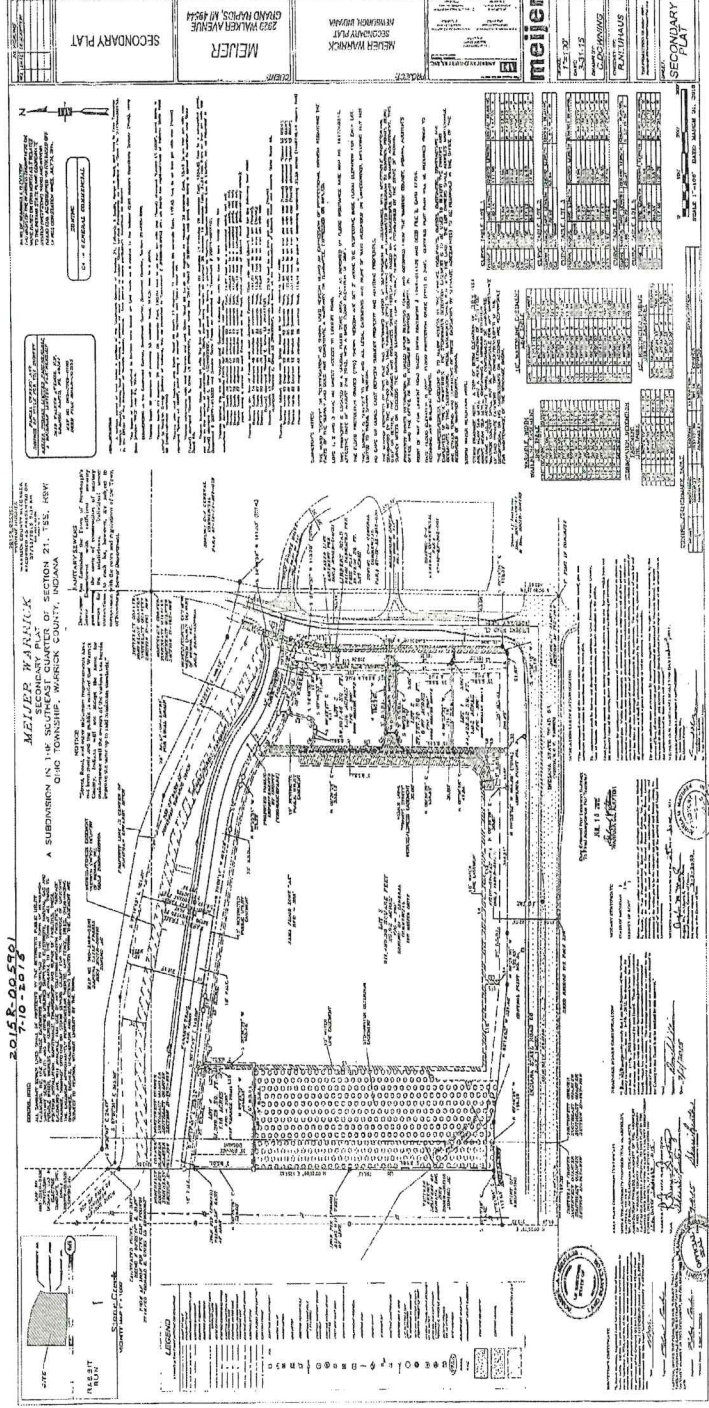
Handwritten signature
Brian L. Smallwood, PE
Project Manager

FILED
MAY 15 2023
WARRICK COUNTY
AREA PLANNING COMMISSION

CC: Philip Quartey, Meijer

Handwritten signature
5-16-2023

Woolpert, Inc.
333 North Alabama Street, Suite 200
Indianapolis, IN 46204
317.296.7500



PP-23-07

WARRICK COUNTY, INDIANA
Board of County Commissioners
County Courthouse
Boonville, IN 47601

Certificate of Compliance - Cadbury Phases
Plan and Specifications - Street Construction

Submission Date: May 18, 2023

Probable Start Construction: June 2022

Probable Finish Construction: June 2022

Project Location: Property located on the south side of Oak Grove Road approximately 0.6 miles west of Wethers Road in Newburgh, IN 47630.

Describe in detail type of street construction:

No street improvements.

No drainage improvements.

No sidewalk improvements.

TOTAL Streets - \$0

TOTAL Storm Sewer - \$0

TOTAL Sidewalks - \$0

FILED
MAY 18 2023
WARRICK COUNTY
AREA PLANNING COMMISSION

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.

Owner name: Daniel J. Uebelhor - President, Maken Corporation
Signature: *Daniel J. Uebelhor*
Address: 3922 Bell Rd, Suite 2, Newburgh, IN 47630

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

That these plans and specifications for this subdivision are in Compliance with the Ordinance for Warrick County, Indiana.

That the plans and specifications as presented and attached hereto are in compliance with the Ordinance for Warrick County, Indiana.



Signature: *Jeramy Elrod*
Typed Name: Jeramy Elrod
Engineer: Licensed Land Surveyor
Address: 4800 Rosebud Lane, Newburgh, IN 47630
Ind. Reg. No. 1190089
Phone No. 812-464-9585
SEAL

I will perform reasonable and periodic inspection of this project during construction to determine compliance with the Ordinance for Warrick County, Indiana, and attached hereto.



Signature: *Jeramy Elrod*
Typed Name: Jeramy Elrod
Engineer: Licensed Land Surveyor
Address: 4800 Rosebud Lane, Newburgh, IN 47630
Ind. Reg. No. 1190089
Phone No. 812-464-9585
SEAL

J:\10000s\10600-10699\10616\Cadbury\Documents\Cadbury Phases Primary\10616_4_004_Primary Plat Certificate of Compliance - Phases.docx Page 2

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

Reviewed By: County Engineer
Date: _____ Comments: _____

Approval granted by the Board of County Commissioners this 22 day of _____, 2023.

By: *Jeramy Elrod*
President
Member
Member

Attest:
Jeramy Elrod
County Auditor

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the Plans and Specifications shall be filed with 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:\10000s\10600-10699\10616\Cadbury\Documents\Cadbury Phases Primary\10616_4_004_Primary Plat Certificate of Compliance - Phases.docx Page 3



ARCHITECTS | ENGINEERS | SURVEYORS

May 18, 2023

Warrick County Engineer
Attn: Bobby Howard, PE
Courthouse - Room 208
Boonville, IN 47601

Re: Cadbury Phases
No Street Improvements
Morley Project # 10616.4.004-B

Dear Bobby:

This primary \ secondary plat is being created to only transfer raw property from Maken Corporation to JKON, LLC. The lots in this subdivision will later be converted to phases of Cadbury at Berkshire. Therefore, we request that no street improvements be required. If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Thank You,

Jeramy Elrod

Jeramy Elrod, PE
Managing Engineer
cc: Molly Barnhill
File

FILED
MAY 18 2023
WARRICK COUNTY
AREA PLAN COMMISSION

812.464.9585 office 812.464.2514 fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

Bobby Howard



May 18, 2023
Warrick County Surveyor
Attn: Phil Baxter
Courthouse - Room 206
Boonville, IN 47601

► 812.464.9585 ext. 812.464.2614 Fax
► 4800 Rosebud Ln., Newburgh, IN 47630
► morleycorp.com

Re: Cadbury Phases
No Drainage Improvements
Morley Project # 10616.4.004-B

Dear Phil:

This Primary \ secondary plat is being created to only transfer raw property from Maken Corporation to UKON, LLC. Therefore, we request that no drainage improvements be required. If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Thank You,

Jeramy Elrod

Jeramy Elrod, PE
Managing Engineer
cc: Molly Barnhill
File

FILED
MAY 18 2023
WARREN COUNTY
AREA PLANNING COMMISSION

J:\110000a\10600-10696\10616\Cadbury\Documents\Cadbury Phases Primary\10616.4.004_NoDrainageLetter - Phases.doc

Phil Baxter
5-5-2023



WARRICK COUNTY, INDIANA
COMMISSIONER'S MEETING - MINUTES - MAY 11, 2022

Resolution Date	Resolution Number	Resolution Title	Action	Staff	Amount
5/17/2024	1170	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1171	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1172	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1173	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1174	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1175	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1176	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1177	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1178	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1179	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1180	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1181	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1182	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1183	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1184	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1185	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1186	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1187	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1188	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1189	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1190	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1191	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1192	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1193	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1194	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1195	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1196	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1197	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1198	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1199	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1200	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00

Resolution Date	Resolution Number	Resolution Title	Action	Staff	Amount
5/17/2024	1201	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1202	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1203	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1204	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1205	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1206	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1207	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1208	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1209	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1210	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1211	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1212	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1213	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1214	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1215	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1216	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1217	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1218	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1219	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00
5/17/2024	1220	APPROVE CAPITAL IMPROVEMENTS PROJECTS FOR 2025	APPROVE	PROJECTS TO BE FUNDED BY STATE	15,000.00

ACCOUNTS PAYABLE VOUCHER REGISTER
 STATE OF INDIANA
 WARRICK COUNTY, INDIANA
 DEPARTMENT OF REVENUE
 REPORTING PERIOD: 01-01-2022 TO 01-31-2022
 REPORTING PERIOD: 01-01-2022 TO 01-31-2022

DATE	DEPARTMENT	AMOUNT	DESCRIPTION
01/01/2022	0000-0000	0.00	
01/02/2022	0000-0000	0.00	
01/03/2022	0000-0000	0.00	
01/04/2022	0000-0000	0.00	
01/05/2022	0000-0000	0.00	
01/06/2022	0000-0000	0.00	
01/07/2022	0000-0000	0.00	
01/08/2022	0000-0000	0.00	
01/09/2022	0000-0000	0.00	
01/10/2022	0000-0000	0.00	
01/11/2022	0000-0000	0.00	
01/12/2022	0000-0000	0.00	
01/13/2022	0000-0000	0.00	
01/14/2022	0000-0000	0.00	
01/15/2022	0000-0000	0.00	
01/16/2022	0000-0000	0.00	
01/17/2022	0000-0000	0.00	
01/18/2022	0000-0000	0.00	
01/19/2022	0000-0000	0.00	
01/20/2022	0000-0000	0.00	
01/21/2022	0000-0000	0.00	
01/22/2022	0000-0000	0.00	
01/23/2022	0000-0000	0.00	
01/24/2022	0000-0000	0.00	
01/25/2022	0000-0000	0.00	
01/26/2022	0000-0000	0.00	
01/27/2022	0000-0000	0.00	
01/28/2022	0000-0000	0.00	
01/29/2022	0000-0000	0.00	
01/30/2022	0000-0000	0.00	
01/31/2022	0000-0000	0.00	
TOTAL			

I hereby certify that each of the above listed vouchers and the amounts are indicated in the Certified column herein. Any fine and penalty shall be assessed against the preparer of this report if it is determined that the information contained on this report is not true and correct.

DATE: 01-31-2022
 TIME: 10:00 AM
 REPORTING PERIOD: 01-01-2022 TO 01-31-2022

[Signature]
 Treasurer, Warrick County, Indiana

Presented by the State Board of Accounts
COUNTY TREASURER MONTHLY REPORT
 Required by IC 36-2-10-16 and IC 3-13

Month ending April 28, 2023

WARRICK COUNTY

CHARGES:	Amount	Not Rec'd	Total
1 Advances Collected (Not Rec'd)	\$14,144,841.50		\$14,144,841.50
2 Advances Collected (Not Rec'd)			
3 Advances Draw, (including Late Assessment Penalties)			
4 Cash Change Fund	350,000		350,000
5 Tax Sale Costs	31,133,166.33		31,133,166.33
6 Serviced Collections	30,000		30,000
7 Weed Control	30,000		30,000
8 Vehicle License Excise Tax	59,310,412.55		59,310,412.55
9 Vehicle License Rental Excise Tax	31,354,712.54		31,354,712.54
10 Motor Vehicle Excise Tax	3,531,010.58		3,531,010.58
11 Aircraft License Excise Tax	523,089.18		523,089.18
12 Boat Excise Tax	30,000		30,000
13 Forest Reserve	30,000		30,000
14 State Replacement Credit	30,000		30,000
15 Total Balances of all Ledger Accounts-Cash/Accounts	359,105,240.03		359,105,240.03
16 Depositors Record (List in Detail on Reverse Side)	359,105,240.03		359,105,240.03
17 Total Balances of all Ledger Accounts	359,105,240.03		359,105,240.03
18 Total Charges	359,105,240.03		359,105,240.03
19 Depository Balance as shown by Balance of Cash and Depositors Record (List in Detail on Reverse Side)			
20 Depositors Record (List in Detail on Reverse Side)			
21 Total Cash on Hand at Close of Month:			
22 Cash			
23 Coins			
24 Total Monetary Ordinances			
25 Total		\$500.00	\$500.00
26			
27			
28			
29			
30			
31			
32			
33			
34			

FILED
MAY 23 2023
WARRICK

RECONCILEMENT WITH DEPOSITORIES

Balance in all Depositories Per Daily Balance Record	90,012,097.06
Out (Line 25 Above) in Checks (Detail by Depositories on Reverse Side)	5,132,261.28
Depositories on Reverse Side	
Depositories in Transit (Details on Reverse Side)	
Prepaid in Transit (Details on Reverse Side)	
ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:	
(a) Cash Change Fund Administered by County	
(b) Uncollected Items on Hand (List on Reverse Side)	
(c) Total (Must Agree with Line 26 Above)	

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

Dated on this 23 day of May, 2023

ORGANIZATION CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into at Booneville, Indiana, as of the 1st of October 2022, by and between the Board of Commissioners of the County of Warrick, Indiana, as the "County", and the Board of Directors of the Warrick County Youth Fire, Inc., 111 S.E. Third Street, Evansville, IN. (herein the "Organization"), made in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. **Retaining Services of Contracting Organization.** The Council hereby retain the Organization to perform the services described in Exhibit A (herein "Services"). The Organization shall be responsible for employing, compensating, and supervising the Coordinator and be in full control of the work involved in performing the Services. Coordinator shall work the number of hours necessary to accomplish the Services. Organization shall devise the work schedule.

2. **Consideration.** The Council shall pay to Organization, and Organization shall accept from the Council as full compensation for all services to be rendered by Organization hereunder as follows:

- Three Hundred Seventy Five Dollars (\$375.00) per month beginning October 1, 2022 ending March 31, 2024.
- Three Hundred Dollars (\$300.00) per month beginning October 1, 2023 ending March 31, 2024.
- April 1, 2023 and ending March 31, 2024

Organization shall not be entitled to any of the fringe benefits now or hereinafter provided by the Council to its employees including, but not limited to, wages, salaries, health benefits, and deferred compensation benefits, it being understood that the consideration specified in this Paragraph constitutes the sole consideration payable to the Organization for the Services. The Organization shall not be entitled to receive any state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.

3. **Term and Termination.** This Agreement shall commence as of the day of October 2022 and shall terminate on the 31st day of March 2024. In case of incompetency in the performance of any portion of the Services, or in the event of a breach by Organization of any of the provisions of this Agreement, the Council shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice, subject only to the obligation to pay Organization for work performed to the time of termination in accordance with the terms hereof.

Organization shall also have the right to terminate this agreement without cause upon ninety (90) days written notice to the Council.

4. **Compliance with Laws and Regulations.** Organization agrees the Services shall be conducted in full compliance with any and all applicable federal, state and local laws, rules, and

relations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the Council.

5. Insurance and Indemnification. Organization shall carry and maintain throughout the period of this Agreement, at Organization's sole cost and expense, worker's compensation insurance and automobile liability insurance in amounts satisfactory to the Council. Organization shall also carry and maintain throughout the term of this Agreement any loss, cost, or expense, including, but not limited to, court costs and attorney fees arising out of or with respect to any injury to or death of the Coordinator if such injury or death was during the performance of the Services.

Organization shall be entirely and solely responsible for actions of the Coordinator while engaged in the performance of the Services. Organization, and for all heirs, successors or assigns of Organization, covenants and agrees to indemnify and hold harmless the Council, absolutely and exclusively, from and against all claims, damages, losses, costs, and expenses, including, but not limited to, court costs and attorney fees, asserted, made or recovered by any and all persons whatsoever on account of the Services.

6. Relationship of the Parties. The Organization shall at all times be considered a contractor. Organization shall have sole responsibility for the conduct and control of the Services performed hereunder in the sole discretion and control of Organization. However, the Services contemplated within the terms of this Agreement must meet the approval of the Council, and shall be subject to the Council's general right of supervision in order to secure the satisfactory completion thereof.

7. Assignment. This Agreement shall not be assignable by Organization without the prior written consent of the Council and the Organization.

8. Governing Law. The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement shall survive and be enforceable to the maximum extent possible under applicable law.

9. Entire Agreement. This Agreement embodies the entire understanding of the parties to the subject matter hereof. No oral or written agreement or modification of this Agreement shall be binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives. The parties signing below are the necessary signatories to bind this Agreement, and the undersigned hereby certifies that the undersigned are authorized to execute the requisite authority and approval to enter into this Agreement.

10. Continuation. Neither this Agreement nor the relationship created thereby shall operate to preclude the Organization from contracting to provide services to other persons or entities, so long as the same does not adversely affect the ability to provide the Services hereunder.

IN WITNESS WHEREOF, the parties hereunto have entered into this Agreement on the date first above written.

Warrick County Drug-Free Council

To Gil Heath, Vice Chair 5-9-23 Date

Youth First, Inc.

Patti O. Black, President and CEO 5-10-23 Date

Approved by Warrick County Commissioners:

Terry [Signature] 4/12/22 Date

[Signature] 4/12/22 Date

[Signature] 4/12/22 Date

Robert H. Johnson, Jr. 4/12/22 Date

Exhibit A

Organization hereby agrees to perform the following services for the Council, as needed:

- I. Attend and record minutes for all full council and subcommittee/line committee meetings
- II. Create and disseminate minutes, agendas, program/project information
- III. Arrange meeting locations
- IV. Create and submit a Comprehensive Community Plan as requested by Governor's Commission, typically every three years
- V. Create and submit yearly Comprehensive Community Plan Updates
- VI. Submit reports as required by Governor's Commission
- VII. Track budget, collections and expenditures for the Council
- VIII. Prepare and submit claims for payment of Council projects and administration
- IX. Oversee annual funding request process
- X. Oversee annual nomination and election process
- XI. Arrange for educational speakers as needed
- XII. Serve as the Contact for all aspects of the Council—with members, Governor's Commission, Warrick County office holders and representatives, and others

RESOLUTION NO. 2022-01
A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA,
ACCEPTING STATE PUBLIC HEALTH FUNDING

WHEREAS, the Board of Commissioners of the Warrick County, Indiana is the county executive body and authorized by law to adopt ordinances and resolutions for the administration of Warrick County Government;

WHEREAS, the Indiana Legislature has passed Senate Enrolled Act 4-2023 and House Enrolled Act 1001-2023, to ensure every Hoosier has access to the core public health services that allow them to achieve their optimal health and well-being;

WHEREAS, the Board of Commissioners of Warrick County, Indiana recognizes the importance of public health to support a healthier community and create a better quality of life for its residents;

NOW, THEREFORE, BE IT DETERMINED, ESTABLISHED, AND RESOLVED by the Board of Commissioners of Warrick County, Indiana as follows:

1. The Board of Commissioners of Warrick County, Indiana supports initiatives that sustain and maintain core public health services at the county level with local input and flexibility to meet the needs of the community
2. The Board of Commissioners of Warrick County, Indiana commits to the County's right to self-direct and acknowledges that by opting-in and accepting these funds the county retains authority and control of the county health department otherwise afforded to it under state law or code pursuant to Indiana Code 16-20-1-120.

RESOLVED this 12th day of June, 2023.

ATTEST:

Michael Drostch, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Andrew E. Skinner, Esq.
Fine & Hatfield, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

WARRICK COUNTY
BOARD OF COMMISSIONERS

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

MEMORANDUM

TO: Warrick County Board of Commissioners
FROM: Edgar E. Slaton
Manager Right of Way Services
Techniques Group, Inc.
Manager Right of Way Services

RE AGENTS: Edgar E. Slaton, Right of Way Services
Techniques Group, Inc.
Geschwetter Group, Inc.

DATE: 6/6/2023

SUBJECT: Recommendation for Administrative Settlement

The County's fair market value determination of \$13,900.00 for 2,408 SF of permanent right-of-way, 918 SF of temporary easement, land improvements, severance damages to the residential structures and fence gate, corridor easement, and driveway approach to the detached garage is an unequal condition and that the reduction in return occurs the end of the driveway approach to the detached garage is an unequal condition and that the reduction of setback to the detached garage from 42' to 13' was not considered in the appraisal as a damage. Sebring Garage is severely limited based on the setback and unsafe conditions created by the project. The property owner provided cost to cure estimates to fix the garage's entrance to the lot and to relocate the driveway leading to the parcel. After further negotiations the property featured \$14,695.00 of the estimated cost to cure amount for the parcel.

The County is required to make every reasonable effort to acquire real property expeditiously by agreement with the owner or to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The property owner has demanded an additional \$14,695.00 for the parcel. This is an increase of 105.43% over the appraised value.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel and on the average 1 year to complete the project. The County will incur an average of \$10,000 in legal fees and if the owners receive a favorable jury award then the County must pay their legal fees up to \$25,000. Also, acquiring the parcel through eminent domain may jeopardize the project schedule.

The review appraiser for the parcel were asked to review the counteroffer and found the cost to cure to be warranted, and the estimates reasonable to mitigate the severance damages to the residue property.

We believe, therefore, it is in the best interest of the County to settle this parcel for \$22,525.00. This is an increase of \$8,625.00 over the appraised value. The County will incur a great deal of time and money can be saved by settling this parcel as proposed through condemnation.

In the interest of expediting the acquisition, keeping the project on schedule, and controlling costs, the County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

THIS RECOMMENDATION APPROVED

Terrence Phillips, President

Robert H. Johnson, Jr., Vice President

Dan Saylor, Member

Ed Slator

From: Jeff Anderson <jjeff@rwsouth.com>
Sent: Monday, June 5, 2023 4:17 PM
To: Ed Slator
Cc: Brian Woods
Subject: RE: Telephone Road Parcel 25

EXTERNAL

Ed,
I agree with Brian about the potential safety issues and the inability to park in front of the garage without encroaching on public right of way.
I've also reviewed the cost estimates and believe they are consistent with other recent estimates we've received for similar work.

Overall, I believe the cost-to-cure is warranted and the cost estimates are reasonable to mitigate severance damages to the residue property.

Let me know if you have any questions or need anything else.
Thanks,
Jeff

Jeffrey S. Anderson, MAI
Senior Vice President
127 East Michigan Street, Suite 300
Indianapolis, Indiana 46204
Office: 317.618.1923 Ext 11
Cell: 317.741.6777
jjeff@rwsouth.com

From: Brian Woods <brian@bartlettandassociates.com>
Sent: Monday, June 5, 2023 12:55 PM
To: Ed Slator <EdSlator@lochsugroup.com>; Jeff Anderson <jjeff@rwsouth.com>
Subject: RE: Telephone Road Parcel 25

Ed,
I don't see a problem with the settlement. I do think there may be a safety issue there; and possibly a damage issue with not being able to park a car in front of the garage. The only issue I had prior was the concrete driveway that was included in the property owners numbers because he currently has a gravel drive. I see below that the settlement only considers half of the original concrete estimate.

Please let me know if you have further questions.

Thanks,
Brian B. Woods

The existing drive is 16' x 30'. The plans call for a 12' x 30' concrete driveway. The property owner is requesting that the settlement be based on the cost to cure the driveway to be 12' x 30' concrete. I think this is reasonable. I would be happy to discuss this further if needed.

Made added by ESB

IN Certified General Appraiser
State of Indiana
President
Bartlett & Associates, Inc.
961 S. Kenmore Drive
Evansville, IN 47714
(812) 476-1000



From: Ed Slator <EdSlator@lochsugroup.com>
Sent: Monday, June 5, 2023 11:31 AM
To: Jeff Anderson - RWS South, Inc. (jjeff@rwsouth.com) <jjeff@rwsouth.com>
Cc: Brian Woods <brian@bartlettandassociates.com>; Jeff Anderson <jjeff@rwsouth.com>
Subject: RE: Telephone Road Parcel 25

Jeff and Brian,
The county and the property owner have reached a preliminary agreement that I need to get approved by INDCOT. Can you look at the this counter offer and let me know if you find it reasonable.
Brian you already looked at this once but I wanted to include you again now that the two sides have reached a preliminary agreement.

The counter offer is based on the fact that his driveway's easterly radius and the adjacent sidewalk's (Skylark Ln.) westerly radius encroach on each other, and the property owner feels it is unsafe for him to back in or out of the garage as people will cut across the driveway pavement as the truck turns into Skylark. The property owner is willing to give up the right of way to the right of the driveway (33') of the driveway (33') and the right of way to the west side of the driveway (33') of the driveway (33') and the face of the garage. After the right of way is purchased there will only be 13' of his land remaining between the right of way line and the face of the garage. That is not enough room for most vehicles. And if cars are parked in the driveway it will create a site distance problem for drivers on Skylark Lane.

The property owner is suggesting the driveway from Telephone Road be eliminated. The overhead door would need to be relocated from the front of the building (garage) to the rear of the building. A new driveway and access point would then be constructed from Skylark Lane to access the new garage door on the rear side of the building.

The property owner has made a counter offer based on the estimates he obtained to remedy the unsafe condition the proposed right of way line, driveway, and sidewalk will create.

The originally counter offer is attached but the proposed settlement is less than they originally requested.

\$13,900.00	original offer
\$2,116.00	100% of garage door estimate
\$4,018.00	100% of garage modifications to move garage door
\$8,523.00	50% of estimated concrete work (See attachment)
\$28,555.00	Total Settlement

Jeff and Brian,

Do you find the premise that the driveway would be more dangerous than existing before the project and that a cost to cure is warranted?

Do you find the Cost to Cure amount reasonable and appropriate?

Keep in mind that the County will realize a cost savings from the driveway work being eliminated from the contact plans. Approximated at \$8,400 per the project estimate.



Web: <http://lochsugroup.com>

Right-of-Way Services Department Manager - Associate
6200 Vogel Road, Evansville, IN 47715
Email: ESlator@lochsugroup.com
Direct: 812.759.4136
Mobile: 618.304.2512

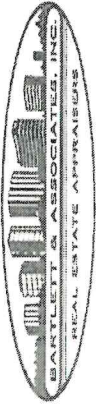
From: Brian Woods <brian@bartlettandassociates.com>
Sent: Friday, May 26, 2023 11:13 AM
To: Ed Slator <EdSlator@lochsugroup.com>
Subject: RE: Telephone Road Parcel 25

EXTERNAL

I see your point in some of it being a tradeoff. I think just for the safety aspect of it, it should probably be able to park in front of your garage...I think's not much to support the impact of not being

Brian B. Woods

IN Certified General Appraiser
 KY Certified General Appraiser
 President
 Bartlett & Associates, Inc.
 9615 Kemmer Drive
 Evansville, IN 47714
 (812) 476-1000



From: Ed Slaton <ESlato@lochgrou.com>
 Sent: Friday, May 26, 2023 10:53 AM
 To: Brian Woods <bwoods@lochgrou.com>
 Subject: RE: Telephone Road Parcel 25

True.

But the county would have some of that expense with the current location. The design calls for concrete back to
 the lot line. So some of it will be a tradeoff. But there is definitely a lot more of it with the property owners
 proposed design.



Web: <http://lochgrou.com>

Ed Slaton
 Right-of-Way Services Department Manager - Associate
 Lochmueller Group
 6200 Vogel Road, Evansville, IN 47715
 Email: ESlato@lochgrou.com
 Direct: 812.759.4136
 Mobile: 618.304.2512

From: Brian Woods <bwoods@lochgrou.com>
 Sent: Friday, May 26, 2023 10:51 AM
 To: Ed Slaton <ESlato@lochgrou.com>
 Subject: RE: Telephone Road Parcel 25

EXTERNAL

Ed,

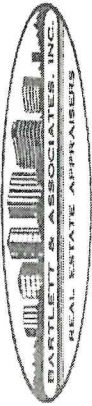
4

I definitely see their point and safety concerns. The only issue I see is that they are replacing the existing chat/gravel
 drive with large concrete drive, which is the bulk of the expense.

Let me know if you want to discuss further.

Thanks,

Brian G. Woods,
 IN Certified General Appraiser
 KY Certified General Appraiser
 President
 Bartlett & Associates, Inc.
 9615 Kemmer Drive
 Evansville, IN 47714
 (812) 476-1000



From: Ed Slaton <ESlato@lochgrou.com>
 Sent: Friday, May 26, 2023 10:51 AM
 To: Brian Woods <bwoods@lochgrou.com>
 Subject: Telephone Road Parcel 25

Brian, do you find this counter offer justifiable?

The property has made a counter offer.

The counter offer is based on the fact that his driveway's easterly radius and the adjacent sidewalk's (SkyMark Ln.)
 westerly radius encroach on each other, and the property owner feels it is unsafe for him to back in or out of the garage
 as people will cut across the driveway payment as the make right turns into SkyMark Lane. Additionally, the currently
 proposed driveway will only be 15' of his land remaining between the right of way line and the face of the garage. This is
 not enough room for most vehicles. And if cars are parked in the driveway it will create a site distance problem for
 drivers on SkyMark Lane.

The property owner is suggesting the driveway from Telephone Road be eliminated. The overhead door would need to
 be relocated from the front of the building (garage) to the rear of the building. A new driveway and access point would
 then be constructed from SkyMark Lane to access the new garage door on the rear side of the building.

The property owner has made a counter offer based on the estimates he obtained to remedy the unsafe condition the
 proposed right of way line, driveway, and sidewalk will create.

The original offer is:

5

Lot/		\$4,500.00
Damage to residential structure		\$8,400.00
CTC (Fence)		\$400.00
Temp R/W	Total	\$13,300.00

The counter offer is:

Lot/		\$4,500.00
Damage to residential structure		\$8,400.00
CTC (Fence)		\$500.00
CTC (Garage and drive)		\$23,175.70
Temp R/W	Total	\$37,075.00



Web: <http://lochgrou.com>

Ed Slaton
 Right-of-Way Services Department Manager - Associate
 Lochmueller Group
 6200 Vogel Road, Evansville, IN 47715
 Email: ESlato@lochgrou.com
 Direct: 812.759.4136
 Mobile: 618.304.2512

6

Mr. Ed Stator
Group
3200 Vogel Road
Evansville, IN 47715

April 30, 2023

Dear Mr. Stator,

I am requesting that the drive for my garage from Telephone Road adjacent to Skylark Lane be closed off and relocated to drive entrance on Skylark Lane. This request is based on safety reasons with the drive and Skylark Lane being adjacent to each other. A parked car in the driveway will interfere with drivers on Skylark Lane being able to see cars on Telephone Road making it hard to pull out onto Telephone Road.

Attached are the following estimates for relocating the drive:

- * Relocation of overhead Garage Door \$2,115.70
- * Modification to Garage for New Door \$4,018.00
- * Concrete Drive Entrance off Skylark Lane \$17,072.00
- * Total Estimate: \$23,175.70

Sincerely,

Melvin Whitaker

Melvin Whitaker
8177 Telephone Rd
Newburgh, IN 47630



100 E. Sherman St.
PO Box 4000
(812) 424-8074
www.evansvillegaragedoors.com

QUOTE

Melvin Whitaker
8177 Telephone Rd
Newburgh, IN 47630

Contact # (812) 204-9049

Contact Melvin

Site Phone: (812) 204-9049

Sales Rep Hansen, Kenny
Customer # 40027
Order Date 4/27/2023
Order # 1204RI

SALES REPRESENTATIVE

Melvin Whitaker
8177 Telephone Rd
Newburgh, IN 47630

Case PO

install manually operated door onto ready opening provided by GC.

-PLEASE NOTE- GC is cutting and framing the opening. Site Check will be conducted once hole is cut

EVANSVILLE GARAGE DOORS

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	Y
1	16X8 2250 White Solid Torsion 12" Radius LHR No Lock	\$1,375.00	\$1,375.00	Y
2	VDS- 9" White	\$18.00	\$36.00	Y
1	VDS- 18" White	\$36.00	\$36.00	Y
3	Residential Punched Angle- RPA	\$21.00	\$63.00	Y
1	Slide Lock 3"	\$0.00	\$0.00	Y
1	Residential Labor	\$500.00	\$500.00	Y

Prices valid only for mailing address. NO DELIVERY CHARGES BY EVANSVILLE GARAGE DOORS. All other charges for other materials, work and shipping made by owner. IN 47724. All credit card purchases are subject to a 3.5% service fee. By signing below, customer agrees to all terms and total obligations as stated. Retainage Held Upon Job Completion.

Representative Signature _____ Date _____ Customer Signature _____ Date _____



3225 CLAREMONT AVE
EVANSVILLE, IN 47715
Phone (812) 424-8074 Fax (812) 424-6081
www.harperconstruction.com

Melvin Whitaker
8177 Telephone Rd.
Newburgh, IN 47630

April 27, 2023

We propose to supply & install material, labor, and equipment for the following:

- Excavate Overhead Drive
- Cut through the back wall of the garage for new overhead door
- Frame down 26" high and 24" wide x 12" thick concrete curb
- Door, track, spring and installation by others
- Re-work metal around opening
- Re-work concrete around opening
- New metal will not match existing
- Permit allowance \$100

Total: \$4,018.00

EXCLUDED:

- Lay out L shaped area of new drive as indicated on sketch provided by owner
- Remove 6" deep of topsoil - haul off site
- Place 4" of 3,000psi standard concrete mix over 1,722sf area
- Overpour concrete at overhead door to be approx. 12" thick x 12" wide
- Apply light broom finish to concrete
- Full forms and rough backfill, seed and straw
- Final finish and landscaping to be completed by others - work to be completed by others - will void warranty if not completed
- No additional fill work or drainage the work included
- Permit allowance \$100

Total Budget: \$21,060.00

- Price good for 30 days
- Payment Terms Net 30 days
- All credit card payments subject to 3% convenience fee

Thank you for the opportunity to quote this project.

Ryce Martin
Estimator / Project Manager
HARPER AND SONS CONSTRUCTION, INC. EST. 1987

MEMORANDUM

TO: Warrick County Board of Commissioners
FROM: Ed Slaton, Manager Right of Way Services
LOCHMUELLER GROUP, INC.
RW AGENT: Elizabeth A. Sullivan, Land Agent
RWS South, Inc.

PROJECT: 1802049; Telephone Road
COUNTY: Warrick
PARCEL: 60
OWNER: Jeremy L. Aigner

DATE: 6/5/2023
SUBJECT: Recommendation for Administrative Settlement

The County's fair market value determination of \$28,190.00 for 0.325 acres of permanent right-of-way, 0.030 acres of temporary easement, land improvements, and damages was recorded in the public records on 05/14/2023. The owner requested compensation for fencing which had not been included (approximately 500 feet @ \$5.00 / linear foot).

The County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The property owner has demanded an additional \$2,500.00 for the parcel. This is an increase of 9% over the appraised value.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel, and on the average 1 year to settle the case. The average settlement is 30% more than the offered amount. Plus, the County will incur and pay the legal fees up to \$25,000. Also, acquiring the parcel through eminent domain may jeopardize the project schedule. We believe, therefore, it is in the best interest of the County to settle this parcel for \$30,690.00. This is an increase of \$2,500.00 over the appraised amount, but a great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation.

In the interest of expediting the acquisition, keeping the project on schedule, and controlling costs, the County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

THIS RECOMMENDATION APPROVED:

Terry Phillips, President
Robert H. Vynnoch, Vice President
Dan Sawyer, Member

See records

Administrative Settlement Memo
REVISED 01/2017

MEMORANDUM

TO: Warrick County Board of Commissioners
FROM: Ed Slaton, Manager Right of Way Services
LOCHMUELLER GROUP, INC.
RW AGENT: Elizabeth A. Sullivan, Land Agent
RWS South, Inc.
DATE: 5/30/2023

PROJECT: 1802049; Telephone Road
COUNTY: Warrick
OWNER: Russell Lampping and Margie Lampping

SUBJECT: Recommendation for Administrative Settlement

The County's fair market value determination of \$28,750.00 for 0.195 acres of permanent right-of-way, 0.030 acres of temporary easement, land improvements, and damages was recorded in the public records on 05/14/2023. The owners contend that the offer is not reflective of market value.

The County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The property owner has demanded \$29,500.00 for the parcel. This is an increase of 3% over the appraised value.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel, and on the average 1 year to settle the case. The average settlement is 30% more than the offered amount. Plus, the County will incur and pay the legal fees up to \$25,000. Also, acquiring the parcel through eminent domain may jeopardize the project schedule. We believe, therefore, it is in the best interest of the County to settle this parcel for \$29,500.00. This is an increase of \$750.00 over the appraised amount, but a great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation.

In the interest of expediting the acquisition, keeping the project on schedule, and controlling costs, the County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

THIS RECOMMENDATION APPROVED:

Terry Phillips, President
Robert H. Vynnoch, Vice President
Dan Sawyer, Member

See records

Administrative Settlement Memo
REVISED 01/2017



3P
SIDEWALK ACKNOWLEDGEMENT
RECORDING INFORMATION
05/14/2023 09:49 AM
PAGE: 2

Date: May 16, 2023
NAME OF STREET: Huntington Park Section "B"
Recorded in: Recorder of Warrick County, Indiana.
I hereby request acknowledgement of completion of the following sidewalks by the County:

NO. OF LINEAL FEET

Huntley Court	881
Huntington Creek Drive	910
Devon Court	1,427
Ashton Court	1,353

A certificate by Glen M. Smith, Jr., Indiana Registration # 10493870 Licensed Engineer, that the streets were constructed in accordance with the Plans approved by the Board of County Commissioners accompanies this request. A SMALL COPY OF THE SUBDIVISION PLAN MUST ACCOMPANY THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT.

I have inspected subject sidewalks and recommend acknowledgement.
County Highway Engineer

ACCEPTED: Date: 6-17-23

Signature of County Highway Engineer
BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This Document Prepared by: Glen M. Smith, Jr.
I affirm, under the penalties for perjury, that I have taken reasonable care to insure that each serial security number in this document, unless required by law, is correct.



May 15, 2023

Warrick County Area Plan Commission
107 West Locust Street
Courthouse, Room 201
Boonville, IN 47601

RE: **Huntington Creek - Section "B"**
Plan Commission
Project No.: 17-3136

The streets were constructed in general accordance with the street plans approved by the Warrick County Commissioners.

We ask that you inspect the improvements and acknowledge the sidewalks.
If you have any questions or require additional information, please contact our office.
Sincerely,

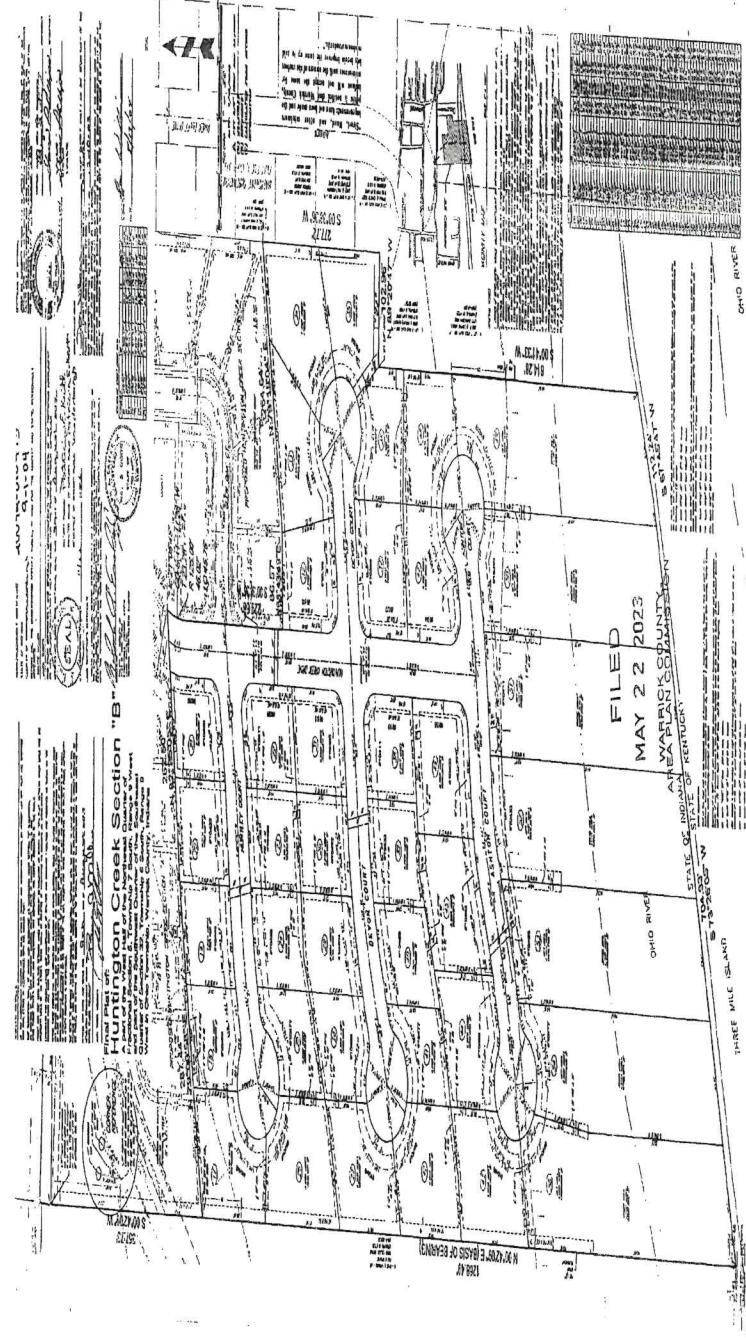
Glen Merritt, Jr.
Glen Merritt, Jr.
Project Engineer

cc: Aaron Miller
File

FILED
MAY 22 2023
WARRICK COUNTY
AREX-PLANNING DIVISION

214 OUTABEL BIRBLE, SUITE B
EVANSVILLE, IN 47713

PH: 812.401.8881
FAX: 812.401.8881



FILED
JUN 23 2023

APPROVED JUN 12 2023

WARRICK CO. AUDITOR

AGREEMENT FOR PROFESSIONAL SERVICES
 THIS AGREEMENT, made as of June 12, 2023, by & between Paul Cron (hereinafter called "Contractor"), and WARRICK COUNTY BOARD OF HEALTH ("BOARD"), BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS ("COMMISSIONERS"):

1. **NAIPE OF CONFEEE.** The parties acknowledge that the BOARD through the COMMISSIONERS is engaging Contractor's personal services as an independent contractor, and nothing contained in this agreement shall constitute an assignment of the Contractor's duties to any other person. Contractor acknowledges that the BOARD will withhold no federal, state or local taxes from payment for any work or services performed under the terms of this Agreement. The BOARD will notify all appropriate governmental bodies of funds dispersed in the form of compensation as required by law, and responsibility for any and all tax liabilities incurred as a result of providing professional services for the BOARD rests solely with Contractor. Further, as an independent contractor, Contractor shall not be eligible for fringe benefits that would be available for employees of Warrick County, Indiana.
2. **SCOPE OF SERVICES.** Contractor shall perform all services required to develop, direct & manage public health awareness program for Warrick County, Indiana, as directed by the BOARD and subject to the following conditions:
 - a. **West Nile & Zika Viruses.** The transmission of West Nile & Zika Viruses, & other vector control issues. Contractor's duties shall include, but not be limited to the following:
 - a. Advising and assisting the Warrick County Health Officer and the Warrick County Health Department in maintaining the West Nile and Zika Virus surveillance program.
 - b. Cooperating with local and state agencies responsible for responding to and documenting outbreaks and concerns of the transmission of the West Nile and Zika Viruses;
 - c. Functioning as the representative for the Department in county-wide vector control & West Nile & Zika Virus transmission awareness events;
 - d. Undertaking all other duties and responsibilities related to the functions of the Department that may, from time to time, be requested by the BOARD.

In addition to duties related to West Nile Virus, Zika Virus and vector control, Contractor will be responsible for assisting Health Department Administrator in duties including but not limited to the following:

 - a. Performing initial and follow-up dye tests for existing septic systems;
 - b. Assessing the conditions of homes & properties upon which complaints have been submitted;
 - c. Periodic inspections of newly installed or repaired septic systems;
 - d. Obtaining & submitting water samples from poorly draining areas (e.g., meadow water, ditches, etc.) to have tested if improper waste removal is suspected;
 - e. Additional duties as assigned by the BOARD.

- 3. **Term of Contract.** This Agreement shall be effective as of June 1st, 2023 and terminate on December 31, 2023 unless terminated sooner.
- 4. **Hours; Office; Supplies.** Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Any and all supplies needed for the position (including an e-mail account to field and address public concerns) will be supplied by BOARD, after approved by the BOARD.
- 5. **Compensation.** As compensation for services, Contractor shall be paid **\$2,400.00** per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana.
- 6. **Audit Records.** Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account showing all charges and expenses incurred by Contractor in the performance of the services herein.
- 7. **Liability for Injuries or Damages to Person or Property.** Contractor understands and agrees that due to his status as independent contractor, he is not covered as an employee under any worker compensation insurance policy, and the BOARD shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his duties under this Agreement. Initial
- 8. **Subcontracting/Assignment.** Contractor agrees that he will not subcontract or assign any part of his duties under this Agreement to any organization or individual without approval from the BOARD.
- 9. **Termination.** Either party shall have the right to terminate this Agreement without cause upon the giving of Sixty (60) days written notice to the other party, and the Board shall have the right to terminate this contract on Thirty (30) days' notice if notified by the county council or state of Indiana that the Indiana Local Health Department Trust Account funds are unavailable. Initial

10. **Remedies.** In the event either party fails to perform pursuant to the terms of this Agreement, the non-breaching party may immediately terminate the Agreement, and in addition, seek all legal and equitable remedies available to it under law, including injunctive relief and specific performance.

11. **Monitoring of Contracted Work.** The Health Department shall be responsible for monitoring the work of Contractor to ensure that the services detailed in this agreement are fulfilled. Notice and contact shall be through Aaron Franz, Warrick

County Health Department Administrator, 107 West Locust Street, Suite 204, Boonville, Indiana, 47601; phone: 812-897-6105, extension 4; fax: 812-897-6104.

Conditions precedent. As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization and appropriation of funds to fund its portion of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, the contract is void pursuant to Indiana Code 36-2-6-12(d).

Antidiscrimination. Pursuant to IC § 22-9-1-10, the Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the agreement. Acceptance of this agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Compliance with Laws.

A. The Contractor 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or County. The Contractor agrees that any payments currently due to the State of Indiana or County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions initiated by the State of Indiana or County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County of any such actions and during the term of such actions, the County may delay, withhold, or deny work

under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to the Contractor.

Taxes. The County will not be responsible for any taxes levied on the Contractor as a result of this Contract.

pe

Initial

Maintaining a Drug-Free Workplace. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the County within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor 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 contract payments, termination of this Contract and/or debarment of contracting opportunities with the County or the Department, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor 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 in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available 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;

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 Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

E. Within thirty (3) 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 drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes 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.

Indemnification. The Contractor agrees to indemnify, defend, and hold harmless County, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. County shall not provide such indemnification to the Contractor.

Insurance.

A. The Contractor shall carry automobile insurance in the amounts as follows:

- i) Comprehensive Automobile Liability Insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits of \$1,000,000 for Bodily Injury and \$2,000,000 for Property Damage.
 - ii) Within two business days of all accidents or occurrences resulting in injury to Contractor employees or third parties, or damage to property of County or another, Contractor shall furnish County with a copy of all reports prepared for the submission to Contractor's insurance Contractor.
- B. Contractor shall submit invoices on the first working day of each month with payment due on the second working day of each month.

General Provisions.

A. **Entire Agreement.** This Contract sets forth the entire agreement & understanding of the parties with respect to the subject matter & supersedes all prior oral and written agreements and understanding between the County and

the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract, and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excluded, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval or acceptance of, nor payment for, there services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Amendment. No supplement, modification or amendment of this Contract will be binding unless in writing & executed by all of the parties that are signatories.

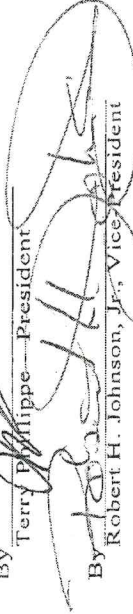
E. Headings. The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.

F. Governing Law and Jurisdiction. This Contract shall be subject to & interpreted in accordance with the laws of the State of Indiana & suit, if any, shall be brought in the state court of Warrick County, Indiana or in the United States District Court for the Southern District of Indiana, Evansville, Indiana Division ("Courts"). The parties hereby irrevocably consent to the jurisdiction of the Courts.

In WITNESS WHEREOF, the parties have executed this Agreement this 13th day of June, 2023.

WARRICK COUNTY COMMISSIONERS

By Terry Philippe - President



Robert H. Johnson, Jr., Vice President

By Dan Saylor, Member

Paul C.
Contractor Signature

WARRICK COUNTY DEPARTMENT OF HEALTH

By Aaron Franz

Printed Name Aaron Franz

Its Administrator