

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
July 13, 2020  
4:00 P.M.

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

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

President Dan Saylor called the meeting to order at 4:00 PM.

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST TO RELEASE SURETY  
MALLARD LAKE SUBDIVISION PHASE 1, 2, AND 3**

**Commissioner Saylor:** Test, test, test. You good, Roger?

**Roger Emmons:** Yes.

**Commissioner Saylor:** First item on the agenda is our APC.

**Molly Barnhill:** The first thing we have is a Request to Release Surety. It's Mallard Lake Subdivision, Phase 1, 2, and 3, by Lake Group, Stewart Phillips, President. We're holding three (3) letters of credit for a total amount of forty-eight thousand six hundred thirty-three dollars and eighty cents (\$48,633.80) for sidewalk construction. And we're requesting to release due to Chandler's annexed all of that property which went into effect January 1<sup>st</sup> of this year. So, we have talked to Chandler's attorney and they don't want to take them over. They have a different way of handling sidewalk construction. It's done with their building inspector when they sign off on the C.O.O.

**Commissioner Saylor:** Really?

**Molly Barnhill:** So, they don't want them. And...

**Commissioner Saylor:** So, we have no obligation to give that letter of credit so to speak to Chandler then?

**Molly Barnhill:** No. And I had our, our attorney email them and that is included in your packet if you wanted to see that. They have their own system for sidewalk construction and they're just going to use that.

**Commissioner Saylor:** So, Counsel, we have no other legal obligation than just to release this and we're good?

**John Goth:** Yes, as far as I'm aware.

**Commissioner Saylor:** So, do I have a motion, gentlemen?

**Commissioner Johnson:** Make a motion to release the surety for Mallard Lake Subdivision, Phase 1, 2, and 3.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Mallard Lake Release is located on Page 21 of these Official Minutes)*

**REQUEST TO REZONE  
PC-R-20-04 – ORDINANCE 2020-10**

**Molly Barnhill:** We have several Requests to Rezone. First one's PC-R-20-04, by James and Misty Stradtner to rezone point five-six-nine (0.569) acres on the south side of Anderson Road. Distance of fifteen hundred (1,500) feet south of the intersection formed by Anderson and Lincoln Avenue from A, Agricultural Zoning to C-3, Highway Commercial with a Use and Development Commitment in Ohio Township. Was advertised in the Standard May 28, 2020. And the Plan Commission gave a unanimous, positive recommendation on June 8, 2020.

**Commissioner Saylor:** Anybody here to speak?

**Chad Wagner:** I'm Chad Wagner, the surveyor for the Stradtners. Misty's here as well. We're here to answer any questions you all may have relative to this project.

**Commissioner Saylor:** So, what's the, what's the plans? What are you guys doing for this, with this?



**Misty Stradtner:** We just had a small business that we run out of there and we have, our home is on the property and then we have a small secondary building.

**Commissioner Saylor:** Right.

**Misty Stradtner:** That's also on the property. Everything that's going to be done is done.

**Commissioner Saylor:** Okay, is there anybody here in the audience to speak for or against this? Let the record show there aren't. No one's stepped up. So, Commissioners?

**Molly Barnhill:** Um....

**Kristine Georges:** Ordinance number 2020 or, sorry, 2020-10.

**Commissioner Saylor:** Commissioners, do you have any questions?

**Commissioner Phillippe:** No, I make the motion to approve 2020-10.

**Commissioner Johnson:** Second. First and a second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye, motion carries three, zero (3-0).

**Misty Stradtner:** Thank you.

**Chad Wagner:** Thank you.

**Commissioner Saylor:** Thank you.

*(Ordinance 2020-10 is located on Pages 22 through 23 of these Official Minutes)*

**PC-R-20-07 – ORDINANCE 2020-11**

**Molly Barnhill:** PC-R-20-07, Petitioner is Castle Ridge Development, LLC, by Jerry Denton, Manager. The owners are Daniel and Angela Niehaus and Castle Ridge Development, by Jerry Denton, Manager. It's to rezone twenty-nine point four-one-eight (29.418) on the east side of Coal Mine Road. Hundred and fifty-five (155) feet south of the intersection of Coal Mine Road and Paige Drive from A, Agricultural Zoning District to R-1A, One Family Zoning. Ohio Township. Advertised in the Standard on May 28, 2020. The Plan Commission gave a unanimous positive recommendation on June 8, 2020.

**Commissioner Saylor:** Come on up. State your name for the record please.

**Scott Buedel:** Scott Buedel with Cash Waggner and Associates.

**Commissioner Saylor:** Okay. Scott, so this is for the subdivision then?

**Scott Buedel:** Yes, the forty-two (42) lot subdivision with Castle Ridge based upon the existing rezoning around the property. Everything to the north would be the same R1 Zoning that we are requesting. And the surrounding properties to the southeast and I guess south and east are zoned Ag, but they're basically single family residential properties also.

**Commissioner Saylor:** And the Plan Commission gave a unanimous recommendation, so, is there anybody here to speak for or against this rezoning request? Let the record show there are none. So, Commissioners, you have any questions? I'll take a motion.

**Kristine Georges:** And this would be number (2020)-11.

**Commissioner Johnson:** Make a motion to approve Ordinance 2020-11.

**Commissioner Phillippe:** I'll second.

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Scott Buedel:** Thank you.

**Commissioner Saylor:** Thanks, Scott.

*(Ordinance 2020-11 is located on Pages 23 through 24 of these Official Minutes)*

**PC-R-20-08 – ORDINANCE 2020-12**

**Molly Barnhill:** We have PC-R-20-08, Petitioner's Dillon Swartz. The owner is Joseph and Carmon Willis. It's rezone



of Owens Drive and State Road 261. Being Lot 93, in South Broadview Section C Subdivision from R-3, Resort Zoning District to R-1A, One Family Zoning District, Ohio Township. Advertised in the Standard May 28, 2020 and the Plan Commission made a unanimous positive recommendation on June 8, 2020.

**Commissioner Saylor:** Come on up. State your name for the record please.

**Dillon Swartz:** My name's Dillon Swartz.

**Commissioner Saylor:** Hi, Dillon. So, what are you doing here?

**Dillon Swartz:** So, I grew up in the house next to this one (1) and we became close with Joe and Carmen Willis and recently they had to go an assisted living and Joe offered to sell me his house. I got pretty far through the process but then we got to the point where we were going to be scheduling our closing and it came to our attention that it's zoned resort property. In order for insurance reasons there's an Ordinance that was passed in '05 that has to do with the rebuilding of property on resort zoning areas. So, the bottom line is, in order to close on this house, I have to get it rezoned residential. It's just a single family house in the middle of a single family neighborhood.

**Commissioner Saylor:** How's that, how's that happen?

**Molly Barnhill:** It was zoned R-3 in 1969, which at that time allowed for single family dwellings. But since then our ordinances have changed. So, it's just the bank's requirement.

**Commissioner Saylor:** Okay. Ordinance number?

**Kristine Georges:** 2020-12.

**Commissioner Saylor:** Commissioners, do I have a motion? Or, first of all, is there anybody here to speak for or against this? Let the record show there are none. Commissioners, do I have a motion?

**Commissioner Phillippe:** Make the motion to approve 2020-12.

**Commissioner Johnson:** Second. First and second. All in favor say, aye.

**Commissioner Phillippe:** (Inaudible).

**Commissioner Johnson:** Aye.

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

**Dillon Swartz:** Thank you very much.

**Commissioner Saylor:** Thank you.

*(Ordinance 2020-12 is located on Pages 24 through 25 of these Official Minutes)*

**AMENDMENT TO THE ZONING ORDINANCE  
AN ORDINANCE TO AMEND ARTICLE V "SPECIAL USES" BY ADDING COMMERCIAL  
SOLAR ENERGY SYSTEMS (CSES) TO THE COMPREHENSIVE ZONING ORDINANCE IN  
EFFECT FOR WARRICK COUNTY, INDIANA  
ORDINANCE 2020-13**

**Molly Barnhill:** Okay, I think we have some people on the line for the next one (1). Is anybody on the phone right now?

**Peter Moritzburke:** Yes, this is Peter Moritzburke with Orion.

**Molly Barnhill:** Okay.

**Cara Mahler:** This is Cara Moller with Clenera.

**Molly Barnhill:** That should be everybody on there.

**Commissioner Saylor:** What, who was the first? Was it Peter?

**Molly Barnhill:** Peter, yes.

**Peter Moritzburke:** Peter Moritzburke with Orion.

**Commissioner Saylor:** Okay.

**Molly Barnhill:** Okay, so we have before you an amendment to the Zoning Ordinance. The first one (1), we did it in two (2) steps. The first one's the Ordinance itself to amend Article V, Special Uses by adding Commercial Solar Energy System to the Comprehensive Zoning Ordinance in effect for Warrick County, Indiana. Now the purpose of this Ordinance it to add the Commercial Solar Energy Systems to the Warrick County Comprehensive Zoning Ordinance. And the second one (1) was to basically just add it to the, to the chart and allow certain specific zoning. So, you'll see in your packets that table at the very end and the very bottom, SU-29. That's the zonings we thought they should go in. But, it's an Ordinance to amend Article V, Special Uses, adding Subsection M SU-20, Commercial Solar Energy Systems Requirements to the Comprehensive Zoning Ordinance in effect for Warrick County, Indiana. And the Plan Commission gave both of these a unanimous positive recommendation on June 8, 2020.



**Commissioner Saylor:** Okay, so, we, what do we need to, do we vote on this or, or, John, come on up.

**John Goth:** This was drafted primarily from the APC from what I understand is correct. So, if the Commissioners, Todd and I reviewed it. We don't see any problem with the Commissioners passing this. It will just be passed, introduced and then passed just like any other Ordinance.

**Commissioner Saylor:** Okay. So, so this would be considered the First Hearing or First Reading?

**John Goth:** Right. And if you unanimously approve, it would pass on First Reading.

**Commissioner Saylor:** So, do you want to read, anything important we need to read any portion of it, Molly or John?

**John Goth:** Well, we'll need the Ordinance number for it.

**Kristine Georges:** It would be 2020-13 for the first one (1).

**John Goth:** And then if you'd like, I could read the title and then if Molly wants to elaborate more than she already has that's fine.

**Roger Emmons:** It's kind of backwards here the way you presented it. So, which, which one (1) is that Ordinance number for? You got one (1), but I thought you addressed number two (2) first, Molly.

**Molly Barnhill:** I read number one (1), then I talked about number two (2). Then I read number two (2).

**Roger Emmons:** Okay. So, the 2020-13 is for number one (1)?

**Molly Barnhill:** Yes.

**John Goth:** Which is an Ordinance to amend Warrick County, I'm sorry, amend Article V, Special Uses by adding Subsection M SU-20 Commercial Solar Energy System Requirements of the Comprehensive Ordinance in effect for Warrick County, Indiana. Molly has already given a brief description of what that does.

**Commissioner Saylor:** Okay, so to amend the amendment to the Zoning Ordinance we need to ask for any public remonstrators or anything?

**John Goth:** I mean you're more than welcome to ask for public comment if you want.

**Commissioner Saylor:** Is there anyone here that wishes to comment publicly on this request?

**Yvon Lauren:** I'd like to know what it means. Not that I have a comment. I just want to know what it means when it says that's going to be added to the Zoning Ordinances.

**Commissioner Saylor:** John, you want to...?

**John Goth:** I mean, Molly might know more about it than I typically do. But my limited understanding of it is that this allows for that certain properties to be zoned in a way to allow for solar energy systems to be placed there. To harvest energy and to use it for you know, resources.

**Commissioner Saylor:** So, I can chime in a little bit on that. We, we have, there's been other counties in Southern Indiana that, that property has been leased for solar, solar farms, wind farms, and that kind of thing. So, the Commissioners felt we needed to get something on the books rather than be, somebody come in. And we have heard of a, a parcel of land that has been, has options to lease or has been leased by an entity to maybe put one (1) of these in. Because we felt like we need to get on the ball and get something on the books. So, it's, there's some control. So that's kind of what we're doing here.

**Yvon Lauren:** Thank you.

**Commissioner Saylor:** So there's rule in place and setbacks and those kinds of things. So, no other public comment? Then do I have a motion?

**Cara Mahler:** Yes, so this is Cara Mahler on the phone. I just had one (1) clarification question, if I could go ahead and ask that?

**Commissioner Saylor:** Sure.

**Cara Mahler:** So, the question comes from Section I, Number 3B and it's in regards to the final site plan signed by the engineers (inaudible) and I guess our question is, is that in there for safety purposes or is it in there so the county can get a certainty of what the project will look like. The reason being, we typically don't (inaudible) the design and equipment selection at the very beginning of the permit process. Just a lot of things can fluctuate in design based on state, federal, and local requirements. So, I guess our question is, what would happen if we needed to switch equipment manufacturers after the permit was approved or modify the design slightly?

**Molly Barnhill:** Cara, basically, what we're looking for on those is the layout. So, switching engineers, that wouldn't, that wouldn't necessarily, we'd probably do that in house in the office and if we had any questions, we could take it back to the Board if it was something, if it was a major change, to see would want to do.

**Commissioner Johnson:** If I remember correctly, it's not there to specify any specific equipment that you might have (inaudible) on your plan. It's there for, like Molly said, for the layout, the roads...

**Commissioner Saylor:** Setbacks.



**Commissioner Saylor:** Drainage.

**Molly Barnhill:** Right.

**Commissioner Johnson:** Does that make sense and answer your question?

**Cara Mahler:** Yeah, so it sounds like if we do need to modify some things to kind of, based on, you know, what that modification would look like, we'd bring it to you guys and that could be just like an administrative change, is that correct?

**Molly Barnhill:** Yes.

**Cara Mahler:** Okay, cause I also know it asked for the equipment specifications sheets, so does that mean similar where its, you know, it's determined we had to use different panels or what not, we would just bring it to you for confirmation and make sure that was okay with you guys.

**Molly Barnhill:** Right, and that's something we really just want on file before construction.

**Cara Mahler:** Okay. And I believe, so the way (inaudible) our construction department, those designs, normally we only get the site plan designs during the building permit process cause that's when they will do the full round of verifications for safety. But you guys will be requiring that signature for the special use permit then?

**Molly Barnhill:** Yes, yeah, as far as filing that special use. That's what we want to take to the Board.

**Cara Mahler:** Okay, thank you.

**Molly Barnhill:** You're welcome.

**Commissioner Saylor:** Any other questions?

**John Goth:** Mr. President, I want to clarify that under the agenda Ordinance 2020-13 should be for an Ordinance to amend Article 5, Special Uses by adding Commercial Solar Energy Systems for the Comprehensive Ordinance in effect for Warrick County, Indiana.

**Commissioner Saylor:** Okay. So, a motion?

**Commissioner Phillippe:** Make a motion to approve 2020-13 as stated by Counsel.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Ordinance 2020-13 is located on Pages 25 through 27 of these Official Minutes)*

**ORDINANCE TO AMEND ARTICLE V SPECIAL USES BY ADDING  
SUBSECTION M SU-20 COMMERCIAL SOLAR ENERGY SYSTEM REQUIREMENTS TO  
THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY,  
INDIANA**

**ORDINANCE 2020-14**

**John Goth:** And then if I may, I'll go ahead and read the title of what I assume is 2020-14?

**Kristine Georges:** Yes, Sir.

**John Goth:** Okay, which being an Ordinance to amend Article V, Special Uses, by adding Subsection M SU-20, Commercial Systems Requirements, the Comprehensive Zoning Ordinance in effect for Warrick County, Indiana.

**Molly Barnhill:** So, if you look at the table, the zonings that we suggest that they go in would be the Con, Conservancy; Agricultural; and the Industrial Zonings. Also Waterfront, which, I don't know that we have any in Warrick County. But it's in there.

**Commissioner Saylor:** Okay. Anybody here to speak against this amendment? Let the record show that there are none. So, Commissioners, do I have a motion?

**Commissioner Johnson:** Make a motion to approve 2020-14.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.



**Commissioner Saylor:** Aye. Motion carries three, zero (3-0). Thank you, Counselor.

**Molly Barnhill:** Okay. That's all for us.

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

**Molly Barnhill:** Thank you.

**Roger Emmons:** You coming back later?

**Molly Barnhill:** (Inaudible).

**Roger Emmons:** Okay. Thanks.

**Peter Moritzburke:** Thank you.

**Commissioner Saylor:** Thank you.

*(Ordinance 2020-14 is located on Pages 27 through 28 of these Official Minutes)*

**APPROVAL OF MINUTES  
JUNE 22, 2020**

**Commissioner Saylor:** Next item on the agenda is Approval of our June 22, 2020 Regular Session Minutes. Commissioners?

**Commissioner Phillippe:** Make a motion to approve the minutes.

**Commissioner Johnson:** Second.

**Commissioner Saylor:** First and a second. Any questions about them or anything? You're good? So, all in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**DECLARATION OF SURPLUS STATUS FOR AUDITOR'S COMPUTER EQUIPMENT –  
SBM MAILING SYSTEM SERVICE AGREEMENT WITH SOUTHERN BUSINESS  
MACHINES – FIXED ASSET NOTIFICATION FORMS**

**Commissioner Saylor:** Next on the agenda is our Consent Agenda.

**Roger Emmons:** Yes.

**Commissioner Saylor:** So, Roger.

**Roger Emmons:** Thank you, Mr. President. The first item on the Consent Agenda is Declaration of the Surplus Status for the Auditor's Computer Equipment. I sent an email on June 24th about this particular agenda item. It included a list of equipment that the Auditor's Chief Deputy BJ Farrell sent in that email which had broken down. It's for two (2) monitors, five (5) computers and one (1) printer. And we have written descriptions as far as the model and serial numbers of those items. She wants you to declare those items surplus.

**Commissioner Saylor:** Commissioners? We got a motion?

**Commissioner Phillippe:** I thought the purpose of the Consent Agenda was to make one (1) motion and approve all these with one (1)...?

**Roger Emmons:** Um, that's fine with me. I'll go on to the next one (1). The next one (1) for approval is the Southern Business Machines Mailing System Service Agreement. Dan signed it on June 26th because the, the claim, the County got the cart in front of the horse. We had the invoice but we didn't have the updated service agreement. So, that's in place now. So that's another one (1) for approval. Finally, the Fixed Asset Notification Forms. This was computers for the security camera upgrade. And that was another situation where they wanted the fixed asset forms before making payment. So, that's why it's been done early for your approval today.

**Commissioner Saylor:** Alright, so, Commissioner, can I have a motion for all three (3) of those items?

**Commissioner Phillippe:** Make a motion to approve the Consent Agenda.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.



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

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

### ITEMS FOR DISCUSSION

**Roger Emmons:** We don't have any Items for Discussion. I'll move on to my items.

### DEPARTMENTAL REPORTS COUNTY ADMINISTRATOR BOONVILLE DOWNTOWN PLAZA PROJECT PAY APPLICATION 10

**Roger Emmons:** First item is the County share, Boonville Downtown Plaza Project. JBI Construction, INC. It's pay application 10. There were several emails regarding this subject beginning on June 29<sup>th</sup>. Clint Rose, he's with Midwestern Engineers, he failed to send this pay app to me back when he should have. I was surprised when I got it. But, basically, if we accept their offer of a twenty-five thousand dollar (\$25,000.00) credit, if we pay this before July 31<sup>st</sup>. Our total to finalize this project will be twenty-four thousand one hundred twenty-one dollars sixty-five cents (\$24,121.65) paid to JBI. That would settle the project up as far as pay apps.

**Commissioner Saylor:** In lieu of what was, Roger, do you know the original amount? The total amount?

**Roger Emmons:** As far as the entire?

**Commissioner Saylor:** Yeah, the entire, not, the entire of the, what was left to pay JBI on the project.

**Roger Emmons:** Okay.

**Commissioner Saylor:** Cause they will settle it all and there won't be any hold back or...

**Roger Emmons:** That's correct.

**Commissioner Saylor:** So what was the total amount?

**Roger Emmons:** Just in review, the total amount of the project was four hundred fifty-two thousand seven hundred twenty (\$452,720.00). And we got down to where...

**Commissioner Saylor:** What we owed? Was that forty-some thousand (\$40,000.00) if I remember right?

**Roger Emmons:** Yeah, it was forty-four thousand one hundred thirty dollars and nineteen cents (\$44,130.19). Free and clear.

**Commissioner Saylor:** So, if we approve this payment of twenty-four thousand one hundred twenty-one dollars and sixty-five cents (\$24,121.65), that will, the project's done and we accept everything that we have. But, we basically got a discount of...

**Roger Emmons:** Twenty-five thousand (\$25,000.00).

**Commissioner Saylor:** Twenty-five thousand dollars (\$25,000.00).

**Roger Emmons:** That's correct.

**Commissioner Johnson:** Is that because of the wall?

**Roger Emmons:** Yes. I mean I think it's primarily.

**Commissioner Saylor:** So, just so the general public knows, the Commissioners were not happy with the wall that was built around the Courthouse. We just felt we paid additional money for cosmetic of the wall. It was an upgrade and we just felt like it wasn't what we expected. So we asked that that bill be reduced or the wall be redone. It's structurally it's got half (1/2) inch, five-eighths (5/8) inch rebar in it. It's got a lot of rebar in it. So, it won't, structurally it's not inferior or anything like that. Cosmetically we wanted something a little different. They did patch quite a bit of the, what we call the pop outs. And we feel like we still have a good wall but it just wasn't, we were wanting something kind of more, more cosmetically perfect and it wasn't and we complained about it. So, they were giving us a discount. Is that...?

**Commissioner Phillippe:** Yep, that's it.

**Commissioner Saylor:** So, do I have a motion?

**Commissioner Johnson:** Make a motion to pay the final invoice.

**Commissioner Phillippe:** I'll second.

**Commissioner Saylor:** We have a first and a second to pay the final amount of twenty-four thousand one hundred twenty-one dollars and sixty-five cents (\$24,121.65) to settle all, everything with the ...

**Roger Emmons:** With the contractor.

**Commissioner Saylor:** With the contractor. So, all in favor signify by saying aye.

**Commissioner Johnson:** Aye.



**Commissioner Phillippe:** (Inaudible).

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

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

*(Pay Application 10 is located on Pages 28 through 29 of these Official Minutes)*

**REQUEST FOR FMLA LEAVE  
COURTHOUSE EMPLOYEE**

**Roger Emmons:** Next item is Request for FMLA Leave under the Family Medical Leave Act. And our HR Manager Heather as she confirmed that all paperwork with proper signatures has been submitted. So, we recommend approval and this is for a Courthouse employee.

**Commissioner Saylor:** Do I have a motion?

**Commissioner Phillippe:** Make a motion to approve the FMLA Leave.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Roger Emmons:** Thank you.

**WARRICK COUNTY SRTS PROJECT  
PARCEL 5 – APPROVAL TO COMMENCE CONDEMNATION PROCEEDINGS**

**Roger Emmons:** Next is the Warrick County Safe Routes to School Project for Parcel 5. Approval to Commence Condemnation Proceedings. Again, there were several emails beginning June 30<sup>th</sup> and ended with Fine and Hatfield attorney, Beau Dial, providing a time table for the average length of time it takes to receive an order of possession from the courts in a condemnation proceeding. His best case was a hundred (100) days. Their average has been a hundred and twenty (120) days, the firm's has. And the worst case is a hundred and fifty (150) days. But Beau admits the unknown factor is the pandemic and how it's still affecting the courts and their dockets. So, anyway, there's no, the owner of the property did not want to negotiate. Did not want to settle with an administrative settlement like do for so many others parcels for various projects. And so, we just need a motion from the Board to approve Parcel 5 for condemnation.

**Commissioner Saylor:** Commissioners, do I have a motion?

**Commissioner Phillippe:** So, that sets the project back equal amounts of days, right?

**Roger Emmons:** Yes. It's unfortunate.

**Commissioner Saylor:** It's, it's very unfortunate that Safe Routes to School keeps kids off the roadways and you have one (1) person that's probably going to cost taxpayers more money to go fight this.

**Roger Emmons:** Yeah.

**Commissioner Saylor:** It's just disappointing to say the least. So.

**Commissioner Phillippe:** Make a motion to approve the condemnation for Parcel 5.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Roger Emmons:** Okay, that item at the bottom there, that's already been done. So, I don't need to address that. (Inaudible).

**Commissioner Saylor:** Which item is that, Roger?

**Roger Emmons:** The one (1) about the used Courthouse carpeting at the bottom of my sheet.

**Commissioner Saylor:** Oh, okay.

**Roger Emmons:** That's already been (inaudible).



**Roger Emmons:** And that's all I have, gentlemen.

**Commissioner Saylor:** Alright, thank you, Roger.

**COUNTY ATTORNEY  
WARRICK COUNTY POLICY OF NON-DISCRIMINATION  
ORDINANCE 2020-15**

**Commissioner Saylor:** Next item on the agenda is our County Attorney and filling in for that is Mr. Goth.

**John Goth:** Thank you, Mr. President. The only thing I have on the agenda today is the Ordinance 2020, what I would assume to be '15?

**Kristine Georges:** Yes, Sir.

**John Goth:** Thank you. And I'll read this out. It's titled, The Board of Commissioners for Warrick County, Indiana, adopting a new chapter on discrimination. What the Ordinance does is it makes it the official policy of the Warrick County Government to prohibit discrimination against certain classes of individuals. Those classes being race color religion ancestry age national origin, disabilities, sex, sexual orientation, gender identity, or United States Military Veteran status. And this Ordinance, it prohibits Warrick County Government, specifically from discriminating with respect to employment, as an employee of Warrick County or an employment related action discriminating when it comes to access and use of public facilities. Warrick County Government cannot discriminate the awarding of government contracts or any other programs or activities related to public services that are available to residents of Warrick County. And again, what this does is it makes it the official policy of Warrick County. It codifies it in the Code of Ordinances, Warrick County's official, it's Warrick County's official policy on discrimination.

**Commissioner Saylor:** Is that it?

**John Goth:** That's it.

**Commissioner Saylor:** Sounds good. Commissioners?

**Commissioner Johnson:** Make the motion to approve Ordinance 2020-15.

**Commissioner Phillippe:** And I'll second the motion.

**Commissioner Saylor:** First and a second. Ma'am, do you have a comment?

**Yvon Lauren:** I'd just like to speak at some point. I'm all for it. So, please don't let me interrupt you in this process.

**Commissioner Saylor:** Come on up. So, we've got a motion on the floor. First and a second. So, we'll go ahead and if you want to come up and address the Board.

**Yvon Lauren:** I grew up in this County and...

**Commissioner Johnson:** Ma'am...

**Commissioner Saylor:** State your name.

**Yvon Lauren:** Yvon Lauren. Y-v-o-n L-a-u-r-e-n. I own several pieces of property here in Warrick County. And I grew up here. My father was a coal miner. He was fire chief. He, he's disabled. We used to live in the fire department as a matter of fact. And that's my spouse of thirty-eight (38) years, Barbara Snyder. And I approached the City of Boonville a while back because there was no Ordinance. And then I asked Roger if he would help and he went to the County. I'm a social worker. I'm an activist and I worked on EOC projects back in the, goodness, 70's, 80's, etcetera. And I just want to make sure everything was up to snuff here. It's good for the County. It's good for business. Business like Toyota, other places, they look at whether you have an Ordinance or not, believe me. And I have friends that have left because they felt like things needed to be in writing. They wanted to feel supportive of who they were, what they thought. I'm very supportive of this Ordinance and I thank Roger very much for bringing it to the table and for all of you considering it and moving on it. Recently, there was a hate crime in Newburgh. I have found that to be very rare here. I have supporters within projects I worked on in both parties. And I want to thank you all today for considering this. And I'm very much supportive.

**Roger Emmons:** Thanks, Yvon.

**Commissioner Saylor:** Thank you for your comment. Yeah, whenever I watch the news, I try not to any more. But when I do, I feel blessed that I live in Warrick County, Indiana. So, I think we've got a, I think we've got a great County and I think it's one (1) of the best in the County. So, if you disagree with me, don't challenge me. So, I have a first and a second motion. So, all in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries three, zero (3-0). Thank you, Gentlemen. Okay.

**Roger Emmons:** Thank you.



**COUNTY AUDITOR  
TREASURER'S REPORT**

**Commissioner Saylor:** Next item on the agenda is our County Auditor.

**Auditor Stevens:** Debbie Stevens, Warrick County Auditor. And this is not on the agenda but it's just a matter of submission of the Treasurer's Report for the month of June. And we received this July 10<sup>th</sup>. So I'll just give this to Roger.

**Roger Emmons:** Thank you.

**Auditor Stevens:** Thanks, Roger.

*(Treasurer Report is located on Page 30 of these Official Minutes)*

**PAYROLL SUBMISSION  
PAYROLL 14**

**Auditor Stevens:** I think I'll start with Payroll submission. We've spent a lot of hours in our office on the last two (2) payrolls and we're working with Department Heads. Payroll 14 was the first payroll where departments were required by Commissioners to submit supporting, supporting documentation. And so we were able to certify thirty-six (36) payrolls. And we do have ten (10), still ten (10) Non-Certified Payrolls for submission. This is, as I said, Payroll 14. Total for Payroll, oh, excuse me. I think that's not staying up. Try not to hit it again. The total for Payroll 14 is, and this is dated June 25<sup>th</sup>, four hundred ninety-eight thousand eight hundred eighty-nine dollars and seventy-one cents (\$498,889.71). That's four-nine-eight-eight-eight-nine point seven-one (\$498,889.71).

**Commissioner Saylor:** And, Debbie, that was for June? What did you say?

**Auditor Stevens:** 25<sup>th</sup>.

**Commissioner Saylor:** June 25<sup>th</sup>. Okay. So, Commissioners, do I have a motion to approve the 6-25-(2020) Payroll?

**Commissioner Phillippe:** Make a motion to approve the payroll.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Payroll 14 is located on Page 31 of these Official Minutes)*

**PAYROLL 15**

**Auditor Stevens:** Alright. Payroll 15 made just a little better progress. But, we have departments that do, that certainly are willing to, to work towards compliance, payroll compliance. We were able to get one (1) additional department certified. So, we have nine (9) non-certified. Thirty-seven (37) certified for Payroll 15 dated Friday, July 10<sup>th</sup>. That payroll is five hundred seventeen thousand six hundred four dollars and fourteen cents (\$517,604.14). Five-one-seven-six-zero-four-one-four (\$517,604.14).

**Commissioner Saylor:** Do I have a motion?

**Commissioner Johnson:** Make a motion to pay Payroll 15.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

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

*(Payroll 15 is located on Pages 31 through 32 of these Official Minutes)*

**CERTIFIED CLAIMS**

**Auditor Stevens:** I'm going to move on to Certified Claims of four million seven hundred seventeen thousand nine hundred eleven dollars and eight cents (\$4,717,911.08). Four-seven-one-seven-nine-one-one point zero eight (\$4,717,911.08).



**Commissioner Phillippe:** Make a motion to pay the Certified Claims.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Alright.

*(Certified Claims are located on Pages 32 through 37 of these Official Minutes)*

**NON-CERTIFIED CLAIMS  
GARMONG - COMMISSIONERS**

**Auditor Stevens:** Under Non-Certified Claims, I have four (4) Non-Certified Claims. The first one (1) is for Garmong Construction. Two hundred...or two thousand seven hundred seventy-four dollars and ninety-four cents (\$2,774.94). There was no contract or quotes or agreement.

**Commissioner Saylor:** So, that was, that was the sneeze guards and the COVID guards that we put in each of the offices and Resolution 2020 or 2020-03 gave us the authority to move forward with those without bids or seeking bids on it. So, can we do all these Non-Certifieds as one (1), do we do we need to do each one of them?

**John Goth:** They're related to COVID-19 expenses. I would still do all of them individually.

**Commissioner Saylor:** Okay, so do I have a motion to pay the uncertified claim from Garmong?

**Commissioner Phillippe:** I'll make it.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** (Inaudible).

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

**Auditor Stevens:** Okay. And maybe we just need some clarification for our department. Cause I wasn't under the impression the Ordinance, I was under the impression the Ordinance allowed one (1) designated member of the Board to make those types of decisions and enter into agreements. I didn't understand that it meant there would be no bids and no contracts and no agreements for those types of purchases. And we, I'm not saying we have the answers tonight. I'm not saying that. I'm just saying maybe for moving forward it would be good to get some clarification on that for all of us.

**AST - SHERIFF**

**Auditor Stevens:** Next Non-Certified. This is from the Sheriff's Department. This is for the Jail. The Advanced Systems technology. And we've paid a few claims for them in the past. And it may be a similar situation that we had to PC Quest where we're beginning to use the vendor on a regular basis and we don't have anything in our offices, what is the service, what is the charge for one (1) hour. We just don't have any kind of agreement or contract in place to help guide us on these claims. There's just issues. If you go to, well, you don't have it in front of you. But in one (1) particular claim, quantity one (1), unit price, two-thirty (\$230.00). When we called about it, well, what is that? And they said, well, labor, the hourly rate is a hundred and fifteen (\$115.00). But your quantity says one (1). Can you just send us something that states that your hourly rate is a hundred fifteen dollars (\$115.00)? And we worked with them. We tried to get something in writing to, to maybe get some guidelines around these chargers. It, it may be that this is just a similar situation to that where if we're going to use them on a regular basis maybe a contract or something in place there.

**Commissioner Saylor:** I...

**Commissioner Johnson:** This is, is this a specialized system?

**Commissioner Saylor:** Chief Deputy, you want to address, I think Commissioner Phillippe and Johnson have a question for you.

**Auditor Stevens:** You guys probably use them a little more now for tech support.

**Chief Deputy Sheriff Kruse:** AST is the, Chief Deputy Paul Kruse. AST is the company that we use for our Jail surveillance and Jail controls system. System is a specialized service they provide to us and it's the only vendor available to us for that.

**Commissioner Johnson:** The only one (1)?

**Chief Deputy Sheriff Kruse:** That I'm aware of. Yes.



**Commissioner Johnson:** Thank you, Sir.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** What's the amount on it?

**Auditor Stevens:** Pardon?

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

**Auditor Stevens:** Oh, the amount of the, well, actually, there's two (2). One for two hundred thirty (\$230.00). One (1) for of five hundred thirty-five dollars and fifty cents (\$535.50).

**Commissioner Saylor:** So, Paul, is there a way that they can write a contract that says this is their labor rate of something?

**Chief Deputy Sheriff Kruse:** That's something I could probably work with them on.

**Auditor Stevens:** Yeah, and we did try. We really did. We talked with a few, one (1) particular lady. And she's say, I'll send that to you. I'll send that to you. But we just couldn't get it. You guys might have more success with it than we did.

**Chief Deputy Sheriff Kruse:** Alright. Thank you.

**Commissioner Saylor:** Thanks, Chief for the clarification.

**Chief Deputy Sheriff Kruse:** No problem.

**Commissioner Johnson:** Thank you, Chief.

**Auditor Stevens:** Last Non-certified is Health Department.

**Commissioner Saylor:** So...

**Auditor Stevens:** Are we ready to move on?

**Commissioner Johnson:** We've got to approve.

**Auditor Stevens:** You sure do.

**Commissioner Saylor:** Let's approve these two (2). We can, okay. So, do I have a motion to approve the two hundred thirty dollar (\$230.00) and five hundred thirty dollar and fifty cent (\$530.50) non-certified claims for Advance Systems Technology?

**Commissioner Phillippe:** Make a motion.

**Commissioner Johnson:** Second.

**Commissioner Saylor:** First and second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

#### **FUEL REIMBURSEMENT - HEALTH DEPARTMENT**

**Auditor Stevens:** Last claim is for fuel reimbursement to the County Highway. This is from Health Department for a total of five hundred fifty-eight dollars and forty-eight cents (\$558.48). The invoice from, from the Highway Department that was presented to the Health Department for payment, there are, there are odometer readings entered at the meter. But they're erroneous. And when we referenced the previous, previous claims, the same odometer reading, the same odometer readings were entered for each vehicle at the fueling station.

**Commissioner Johnson:** It has been for a couple years, hasn't it?

**Auditor Stevens:** It's been going on. And the reason I'm taking a more proactive approach with these invoices and saying they're not true and they're not correct, is this was brought up in our exit conference with State Board of Accounts the fact that we have, we're not complying with some of our vehicle usage, the take home vehicles. And that is, that was mentioned in both the Federal audit as well as the County audit.

**Commissioner Saylor:** So, specifically, Debbie, you're just needing mileage readings, odometer readings recorded.

**Auditor Stevens:** They should be truthful and correct at the meter.

**Bobby Howard:** They're not supposed to be able to get fuel if they put in something that doesn't add up. The machine's supposed to keep track. So, I'm not quite sure how that's set up on that end either. But if they put in a number and have used so much fuel, they shouldn't be able to put in the same odometer number and be able to dispense fuel. So, that system should catch that. So, I need to see how they're set up.



**Commissioner Phillippe:** (Inaudible).

**Bobby Howard:** I don't, I don't know. This is the first I've heard of this. So, I don't know.

**Commissioner Johnson:** This has been happening for years.

**Bobby Howard:** Okay. See, the system generates invoices and then it just sends, they just put, Rachel puts them in each box or mails them to each department based on how much fuel they got. So, I don't know what the odometer readings are.

**Commissioner Johnson:** I don't think it's on everyone of your people out there with trucks. I think it's this one (1) particular fob or whatever you're using.

**Auditor Stevens:** No.

**Commissioner Johnson:** To start this machine. Is it a fob?

**Bobby Howard:** Yeah, there's fobs.

**Commissioner Johnson:** There's an issue with the fob.

**Bobby Howard:** Okay.

**Commissioner Johnson:** Something is not reading on that correctly.

**Bobby Howard:** We can reprogram any fob. We can do that. So, I don't know what's going on with it.

**Commissioner Saylor:** So, we might need to ask Aaron to see if Rachel can get that fob reprogrammed.

**Bobby Howard:** Whoever's got that fob?

**Commissioner Johnson:** Get a new one (1).

**Bobby Howard:** Yeah, we can get a new fob.

**Commissioner Phillippe:** I'm a little confused (inaudible) system is (inaudible).

**Bobby Howard:** Unless the fob is not (inaudible) right. They're supposed to have a mileage on each fob. The mileage is held on each fob. So, each time you put it in the machine, you put the fob in and it puts the new mileage onto the fob.

**Commissioner Johnson:** It's beyond my capabilities.

**Bobby Howard:** So, I don't know. But yeah, we can get a new fob if there's a problem there.

**Auditor Stevens:** Well, it is a problem in saying an invoice is true and correct in order to certify a claim. We had

**Bobby Howard:** That's the part that they're paid.

**Auditor Stevens:** Pardon?

**Bobby Howard:** They're using that fuel, that's what's on my invoice. The amount of fuel that I'm being reimbursed for.

**Auditor Stevens:** Well, in the case of a take home vehicle, if there's no mileage being reported, then there's no, there's no proof that that vehicle's being used solely for the purpose of...

**Bobby Howard:** I understand that. The Highway Department's the one (1) being reimbursed this fuel.

**Auditor Stevens:** Right.

**Bobby Howard:** I just want to worry about that part.

**Auditor Stevens:** I understand that. Yes, Bobby, I understand that. And just so that you know, you know, there was another invoice that had like a zero (0) odometer readings entered in. But it was a fueling tank. I inquired of the Department Head and they were very quick to respond and say, you know, this is this truck. This is this truck and this is a fuel tank on the back of another. And we use it for fueling equipment out in the field. An explanation like that if helpful. It's excellent to have.

**Commissioner Johnson:** When you get this invoice from the Highway Department from the individual using this, does it have an odometer? I know the reading stays the same, but does it have how much fuel was dispensed?

**Auditor Stevens:** It does.

**Commissioner Johnson:** So you are getting reimbursed for the fuel?

**Bobby Howard:** Yeah, she processes that claim.

**Commissioner Johnson:** Claim.

**Roger Emmons:** We checked with State Board of Accounts on this and if they were auditing the county fuel purchase, they'd just be looking at the amount charged and how it's calculated. Which is of course the number of gallons with the price per gallon. But they do state that we should follow any County policy relative to the mileage. I think what



Debbie's talking about, you know, the take home vehicles, that would be an important issue. These other departments, like I say, Bobby's only concern is getting reimbursed for fuel.

**Commissioner Saylor:** But he's also under the impression that that fob should be kind of be doing that automatically, correct?

**Roger Emmons:** Yeah, if it's not, it needs to be checked out.

**Bobby Howard:** Yeah, so I want to check, I want to know about that. Cause I can check that.

**Commissioner Saylor:** Okay. So...

**Commissioner Phillippe:** You know what the claim is? The amount?

**Commissioner Saylor:** Five hundred fifty-eight dollars and forty-eight cents (\$558.48). So, have I got a motion for the fuel claim?

**Commissioner Phillippe:** I'll make the motion to pay the claim.

**Commissioner Johnson:** I'll second.

**Commissioner Saylor:** All those in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Okay. And just to add to my statement about one (1) of the other departments provided information, I did ask for mileage from the Department Head for the claim that you just approved. And I was not provided anything to correct the invoice. And that is it.

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

### **EMA CLAIM DISCUSSION**

**Commissioner Saylor:** Do you have an uncertified claim for the EMA? Cause I've got one (1) on my list.

**Auditor Stevens:** I do not.

**Commissioner Saylor:** Okay, cause...

**Commissioner Phillippe:** I also have the same question.

**Commissioner Saylor:** Yeah, is there a claim?

**Auditor Stevens:** You have a non-certified? You have one (1) that should not be certified?

**Commissioner Saylor:** I, I...

**Roger Emmons:** This is on the list that Heather prepared.

**Commissioner Saylor:** I don't have the actual claim. But I've been told there's a claim for EMA that, that needs to be paid and it's not being paid and that we was going to see it as a non-certified. Are you holding a claim for EMA?

**Auditor Stevens:** No, I am not.

**Commissioner Saylor:** So, it's been paid.

**Auditor Stevens:** Yes, all we needed was for them to correct their claim form to match the invoice. They were submitting a claim payable to Weather Tap Publishing instead of weathertap.com and their company name had changed. So, the claim that we were getting, the cover sheet, you know what I'm talking about. This portion where they were making payable to was not to the actual name on the invoice. So those two (2) have to match. And so that's all we needed was if the invoice was wrong, then correct the invoice. If the claim was wrong, then change the claim and make it match.

**Commissioner Phillippe:** So, today, was that on the certified or uncertified claims?

**Auditor Stevens:** Should have been on the certified. The company, they provided a W-2 under the new name and so I forwarded that onto EMA and as long as we received the corrected claim back, it, it should have been paid as an expense. If you want me to move on, if you want to go ahead, I can look through the list and see if it's on here.

**Commissioner Saylor:** Yeah, can you, we were...

**Commissioner Phillippe:** I did not see it on here.

**Auditor Stevens:** You did not? Okay. I'll look for it. If you want to go ahead with what we have here.

**Commissioner Saylor:** Okay that's fine



**Auditor Stevens:** But if we didn't get it back in our department, now, that's the other part of that. If, if it's still with EMA, and it hasn't been resubmitted, it is possible that it did not make it onto the cycle if we weren't, if it wasn't provided back to us with the corrections. So, if, if it's not on the list...

**Commissioner Saylor:** Debbie, Debbie, just so I understand, is EMA, are you a hundred percent (100%) certain that they knew what the issue was when you, when you didn't certify that claim?

**Auditor Stevens:** I am a hundred percent (100%) certain. The invoice did not match that claim. The person, the company payable to on the claim, did not match the invoice. So, our question, well, we would have just sent it back and asked for that to be corrected. And I called Weather Tap myself to say, which is correct? Is it the vendor that is on your claim or is it the name on your invoice. Because they do have to match. And she said, yes, we did go through a name change and I said do you mind to send a new W-9 and so we provided all that information back to EMA and I'll look through this list while you guys go on with the rest of your meeting. I'll look through the list and then if I don't see them on there, it's probably because we didn't get the claim returned back to us to make this AP Voucher for the meeting. We cut those off usually on Tuesday, whatever claims we can get certified, then we get your voucher ready for the meeting and try to get it, and try to get it to you by noon.

**Commissioner Saylor:** Okay.

**Auditor Stevens:** So, we might have gotten it in our office after that. I'll let you know (inaudible).

**Commissioner Saylor:** Alright.

**Auditor Stevens:** And did you go ahead through all the Non-Certifieds? I'm sorry. Did you finish approving all that?

**Commissioner Saylor:** Yeah, we're done.

**Auditor Stevens:** Okay. Thank you.

**Commissioner Saylor:** Thank you.

### **COUNTY ENGINEER/HIGHWAY BRIDGE 200 – CONTRACT FOR PRELIMINARY ENGINEERING SERVICES**

**Commissioner Saylor:** Next item on the agenda is our County Highway Engineer, Bobby Howard.

**Bobby Howard:** First item I have is the contract for P.E., for Bridge 200. INDOT has reviewed and we went through the scoring process on this. But this is for design engineering with Lochmueller Group, I believe. And it's at a cost of three hundred thirty-nine thousand eight hundred and five dollars (\$339,805.00). And I would recommend approval.

**Commissioner Saylor:** Have a motion for the contract for P.E. for Bridge 200? Do I have a motion?

**Commissioner Phillippe:** Make a motion to approve Bridge 200 Contract.

**Commissioner Johnson:** Second.

**Commissioner Saylor:** First and second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** (Inaudible).

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

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

### **WOODFIELD SUBDIVISION SPEED LIMIT REQUEST**

**Bobby Howard:** Next item I have is the Homeowners Association of Woodfield Subdivision has requested a speed limit signs off of Plank and Jenner Road. And so I would just ask today that the Board approve the attorney drafting that Resolution for the speed limit for Woodfield Subdivision. It would be twenty (20) miles an hour.

**Commissioner Saylor:** Do I have a motion?

**Commissioner Johnson:** Make a motion to approve an attorney drafting the Resolution for the Woodfield Subdivision speed limit request.

**Commissioner Phillippe:** I'll second.

**Commissioner Saylor:** First and a second. Bobby, can I ask what the speed limit is now?

**Bobby Howard:** There is not one (1) posted.

**Commissioner Saylor:** So, first and a second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** (Inaudible).

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



**WARRICK SRTS – CE CONTRACT WITH AMERICAN STRUCTUREPOINT**

**Bobby Howard:** Next item I have is on the Safe Routes to School Project for the construction inspection. I have, INDOT has reviewed the contract with American Structurepoint. And it's for one hundred ninety-nine thousand nine hundred forty-one dollars and fifty-four cents (\$199,941.54). And I'd recommend approval.

**Commissioner Saylor:** Bobby, can you repeat that amount?

**Bobby Howard:** One hundred ninety-nine thousand nine hundred and forty-one dollars and fifty-four cents (\$199,941.54).

**Commissioner Saylor:** We have a motion, Commissioners?

**Commissioner Phillippe:** Make a motion to approve the Warrick Safe Routes to School PE Contract.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** (Inaudible).

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

*(American Structurepoint Contract is located on File in the Auditor's Office)*

**FEDERAL CALL FOR MPO – LOCHMUELLER GROUP**

**Bobby Howard:** I have two (2) more quick items that have come up since the agenda. One (1) was the Federal Call for Project for the MPO. In that call for projects, I got a proposal from Lochmueller Group to assist with that application fee for Epworth Road from (Hwy) 66 to State Road 662 for a lump sum fee of one thousand dollars (\$1,000.00). And that's typical to what we've been doing with our past Federal Aid Projects.

**Commissioner Saylor:** And, and you're getting involved in that conversation now with...

**Bobby Howard:** Yes.

**Commissioner Saylor:** Good. With (Hwy) 66 and Epworth Road.

**Bobby Howard:** The Epworth signal and I've sent Steve Roelle, I think I copied you.

**Commissioner Saylor:** I saw, yeah, I saw.

**Bobby Howard:** I'm waiting on some of those responses. Thank you.

**Commissioner Saylor:** Thank you. So I have a motion, or can I have a motion for that?

**Commissioner Phillippe:** So, this is to approve the thousand dollar (\$1,000.00) consultant fee?

**Bobby Howard:** Yes.

**Commissioner Phillippe:** For the project itself?

**Bobby Howard:** Yes, to get started and help submit the application process together for the MPO's new application process.

**Commissioner Phillippe:** Make a motion.

**Commissioner Johnson:** Second.

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Lochmueller Application Fee Assistance Paperwork is located on Page 38 of these Official Minutes)*

**COMMUNITY CROSSINGS BIDS**

**Bobby Howard:** Then one (1) more item. I think it would have been under Joe's business had he been here. But the Community Crossings Project for 2020-1, Folsomville Road, Folsomville Degonia Road. We did receive three (3) bids timely on that. And I would like to open these up and read them for the record. The first one (1) is from JH Rudolph and Company.



**Commissioner Phillippe:** Samurai sword.

**Bobby Howard:** Alright. There will be two (2) separate roadways listed here. The Folsomville and Folsomville/Degonia Corridor. Six hundred eighty-two thousand nine hundred thirty-nine dollars and sixty cents (\$682,939.60). And then the Folsomville Road Corridor from Boonville Limits east is two hundred ninety-nine thousand three hundred and sixty-six dollars (\$299,366.00). Next one (1) I have is Metzger Construction. Need to sharpen my sword. The Folsomville, Folsomville/Degonia Corridor is six hundred eighty-three thousand five hundred ninety-five dollars and ninety cents (\$683,595.90). The Folsomville Road Corridor from Boonville limits east is three hundred three thousand one hundred ninety-three dollars (\$303,193.00). And then E and B Paving. I should have another place in here that I can do the full sum of both of these. E and B Paving, Folsomville – Folsomville/Degonia Road, seven hundred forty-three thousand ninety dollars and ten cent (\$743,090.10). And the other portion of Folsomville Road from Boonville east, three hundred eighteen thousand nine hundred thirty-seven dollars and sixty cents (\$318,937.60). I believe the total bid is listed here at one million sixty-two thousand twenty-seven dollars and seventy cents (\$1,062,027.70). I can go back and look at the total bids on the others if you want.

**Commissioner Saylor:** Do you want us to take these under advisement? Or, or...?

**Bobby Howard:** Yeah, they'll need to be taken under advisement for us to review and make sure of compliance.

**Commissioner Saylor:** You want to make that motion?

**Commissioner Johnson:** Make a motion for us to take the bids under advisement so Bobby can review and (inaudible) at our next meeting.

**Commissioner Phillippe:** I'll second the motion.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries three, zero (3-0). Is that it, Bobby?

**Bobby Howard:** That's all I have. Thank you.

**HEALTH DEPARTMENT  
MITCHELL & MCCORMICK SUBSCRIBER AGREEMENT**

**Commissioner Saylor:** Okay, next item on our agenda is our Health Department.

**John Goth:** I spoke with Aaron Franz earlier today on the subscriber agreement with Mitchell & McCormick. This is the service that handles the Medicaid billing for the County and we've had the agreement for two (2) years, I think. But, we're renewing it. But there's some key terms that need to be negotiate with, with the vendor. So, my recommendation would be approve it subject to Counsel's approval on those negotiated terms.

**Commissioner Saylor:** Just for clarification, you said Medicaid and it says Medicare.

**John Goth:** I'm sorry, it is Medicare.

**Commissioner Saylor:** Is it Medicare?

**John Goth:** Yes.

**Commissioner Saylor:** Okay, so it is Medicare. I was just trying to do Roger. He usually catches my mistakes. I've been able to catch one (1). Could you show, put that on the record?

**Commissioner Johnson:** Make a motion to approve pending Counsel's approval.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries six, zero (This was misstated. All three commissioners were in agreement. Motion carried 3-0).

**John Goth:** (Inaudible) here to make you look good.

**Commissioner Saylor:** That's hard to do.

*(Mitchell & McCormick Agreement is located on Pages 38 through 42 of these Official Minutes)*

**COUNTY SHERIFF  
LEXIPOL AGREEMENT**

**John Goth:** That's all I have for the County Health Department. But, I did, I have something for the County Sheriff. It's a Lexipol Agreement. I don't know if Chief Deputy Kruse has anything to speak on it, but...



**Chief Deputy Sheriff Kruse:** (Inaudible) share a space. Chief Kruse again on the Lexipol Agreement. Sheriff Wilder, I met with County Council last week or week before about this. And they've agreed on the funding mechanism on that. But, we just need the signed user agreement so we can implement that program. And it is an overhaul of our standard operating procedures, legal review, and allows them to bring everything into compliance and constant review and training for the deputies. It'll be an ongoing training and review of the policies to keep everything fresh and in order. I do have a copy of that agreement. I believe it was also sent to you all ahead of time.

**Commissioner Saylor:** The Sheriff has talked to us about it.

**Commissioner Johnson:** Chief Deputy, do they also combine or update, or present SOP's?

**Chief Deputy Sheriff Kruse:** Yes, it will be a complete...

**Commissioner Johnson:** Overhaul?

**Chief Deputy Sheriff Kruse:** You know, I think we have a good base that we're operating from now. But just, we know of little conflicts here and there. They will standardize all the language and bring everything into compliance. Make sure it's current with current case law and standard language. Remove those conflicts within them and it's...

**Commissioner Johnson:** (Inaudible).

**Chief Deputy Sheriff Kruse:** It's a major overhaul. It does seem like a big number, but frankly for a year and a half, we've been trying to do it and the time isn't there and really the expertise is lacking and, on our end. And we would be relying heavily on legal counsel and I think this, we do believe this is the best route forward for, for our office and the protection of the County.

**Commissioner Johnson:** Understood.

**Commissioner Saylor:** I agree.

**Commissioner Phillippe:** (Inaudible) keep up with the world in general.

**Commissioner Johnson:** (Inaudible).

**Commissioner Saylor:** Need a motion to...

**Commissioner Johnson:** I'll make the motion to approve.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** (Inaudible).

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

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

### **CPC USER AGREEMENT**

**Chief Deputy Sheriff Kruse:** The other item that we have is a user agreement for a, that he also sent to you, I believe for CPC Combined Public Communications for additional communications within the Jail. It's a, I don't know if you're familiar with that yet or if you've seen that and have any questions on it.

**Commissioner Saylor:** He told me that was the communications with the inmates, the inmates with family and text. Is that (inaudible)?

**Chief Deputy Sheriff Kruse:** Yes, they refer to it as chirping.

**Commissioner Saylor:** Chirping, yeah.

**Chief Deputy Sheriff Kruse:** Essentially a text message function. Of course, monitored. But it's another avenue for the inmates to communicate with their family and friends on the outside. And it does generate some revenue for the Sheriff's Commissary.

**Commissioner Saylor:** Right, and then...

**John Goth:** We haven't had a chance to review that one (1) specifically, yet. But is it a service that's been in place prior to this?

**Chief Deputy Sheriff Kruse:** We don't have the chirping service in place, but we are using this vendor already. It does our phones, video (inaudible).

**Commissioner Saylor:** The Sheriff brought it to me and I just said run it by you guys. So, I was good with it. It just, I just wanted to make sure. And that agreement needs to be signed by us since it's an agreement. So, I think I told the Sheriff that. So, he was going to send it to Todd. So, we can approve it based on legal counsel's approval.



**Commissioner Saylor:** So, do I have a motion?

**Commissioner Johnson:** I'll make that motion.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Chief Deputy Sheriff Kruse:** Anything else for us?

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

**Chief Deputy Sheriff Kruse:** Thank you.

**Commissioner Saylor:** Thanks, Chief.

*(CPC User Agreement is located on File in the Auditor's Office)*

**COMMISSIONER ITEMS FOR DISCUSSION  
CONTINUED DISCUSSION ON EMA CLAIM**

**Commissioner Saylor:** Next item on the agenda is Commissioner, for Commissioner Discussion. First of all, Debbie, did you find out or do we...?

**Auditor Stevens:** I did go through the list and confirmed that it is not on this payroll voucher. So, it's possible that we received it back in our office after the cut off on Tuesday.

**Commissioner Saylor:** Okay.

**Auditor Stevens:** That would be the only explanation. Because, I don't know that there's a problem or that it's been returned for any reason.

**Commissioner Phillippe:** May I request something? And I think based on one (1) of our last meetings, that we asked claims come certified or non-certified. Bring them to us. We can approve or not approve them here. (Inaudible).

**Auditor Stevens:** I don't really think the goal is for the Commissioners to circumvent the, just the criteria and the role of the Auditor's if, if it's a matter of this company's on this invoice, does not match the claim, that needs to be fixed.

**Commissioner Saylor:** My understanding, it was sent back to you with the notes that I have, with the correction. But you weren't happy with it cause you wanted to know what it was for. What we were getting for that. And I don't think that's your job.

**Auditor Stevens:** No, I mean there was a request to say what is, do you have an explanation for what the subscription is for or some type of a description of the subscription. WeatherTap. That was all the invoice said. But, in, the claim could also not be certified simply because the coversheet, the County Form 17, did not match the invoice. So that was the bigger issue. So, I made a phone call to WeatherTap. They said WeatherTap is the new name. We'll send you, and they sent the W-9, I sent it back to Dave. I'm not sure that there was any issue. There was no issue beyond that other than please correct your claim form and return it to our office.

**Commissioner Phillippe:** Quote, "Would you please provide a copy of the subscription detailing what we are getting access to in order to pay the claim?"

**Auditor Stevens:** That was before. And the bigger problem with the claim was that the two (2) did not match. And that's all that I asked them for was to correct the claim form and send it back. That's it. That's all they got. The final, if they don't want to provide that information to us; if they don't want to give an explanation for a subscription; if it's not described in the invoice which it wasn't. It was more like an email type of invoice that was sent to them. I don't even have a problem with that. But, the problem, the reason it was returned is because the two (2) do not match. You cannot pay, cut a check to a company that does not match the invoice. That's the bottom line. That's the reason the invoice was returned. That was the request. And I don't always see, even if I'm the one (1) that returns them, I don't always see them when they come back. As long as the issue I returned it for or anyone else, as long as it's corrected and sent back. But again, my, my assumption at this point without knowing for sure, was that we just simply didn't get it back by Tuesday for it to make this voucher. Cause we have to cut it off at some point. Somewhere around Monday or Tuesday, we start working on that payroll voucher for, to present to you and get it to you. We try our best to get it to you by noon on Wednesdays. So, if those claims are not back in our office if there's problems, then yes, it does get bumped back to the next pay date. And we usually try to include that with the information too to let them know that if we don't get it back by this date, it won't make this voucher. Did you have anything else for me?

**Commissioner Saylor:** I don't.

**Auditor Stevens:** Thank you.

**Commissioner Saylor:** Commissioner Phillippe, do you have anything else?

**Commissioner Phillippe:** I do not.



Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, I don't.

Commissioner Saylor: I don't have anything. Motion?

Commissioner Phillippe: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:11 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
DAN SAYLOR, PRESIDENT

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

  
\_\_\_\_\_  
TERRY PHILLIPPE, MEMBER

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

Minutes transcribed by Kristine Georges



Mallard Lake Phase 1  
Release surety

BOARD OF COMMISSIONERS:

President James Say  
 Member [Signature]  
 Member [Signature]

ATTEST:

[Signature]  
 Auditor  
 Date: 7/13/2020

Mallard Lake Phase 2  
Release surety

BOARD OF COMMISSIONERS:

President James Say  
 Member [Signature]  
 Member [Signature]

ATTEST:

[Signature]  
 Auditor  
 Date: 7/13/2020

Mallard Lake Phase 3  
Release surety

BOARD OF COMMISSIONERS:

President James Say  
 Member [Signature]  
 Member [Signature]

ATTEST:

[Signature]  
 Auditor  
 Date: 7/13/2020











along the south line of said Corrected Plat of Gourley Place Part Eight Subdivision and along the south line of said Corrected Plat of Gourley Place Part Eight, as per plat thereof, recorded in Deeds Book 2002R-06811, in the office of said Recorder, South 89 Degrees 42 Minutes 09 Seconds East 133.99 feet to the Northeast Corner of the South Half of the Northeast Quarter of the Southeast Quarter of said Section and being the southeast corner of said Gourley Place Part Eight Subdivision; thence along the east line of the South Half of the Northeast Quarter of the Southwest Quarter of said Section, South 00 Degrees 42 Minutes 12 Seconds West 86.74 feet to the northwest corner of said Lot 6 in Timber View Estates II; thence along the north line of said Lot 6, South 89 Degrees 51 Minutes 20 Seconds East 33.73 feet to the northeast corner thereof and being the southeast corner of said Lot 6 in Timber View Estates, as per plat thereof, recorded in Plat File 1, card 416 in the office of said Recorder; thence along the east line of said Lot 6, South 00 Degrees 08 Minutes 13 Seconds West 133.13 feet to the southeast corner thereof; thence along the south line of said Lot 6, North 89 Degrees 51 Minutes 18 Seconds West 31.37 feet; thence South 00 Degrees 41 Minutes 20 Seconds West 56.11 feet; thence South 00 Degrees 40 Minutes 27 Seconds West 220.00 feet to a point on the south line of the Northwest Quarter of the Southeast Quarter of said Section 14; thence along the south line of said Quarter Quarter of said Parcel 3 in Brockman Minor; thence along the east line of said Parcel 3, South 00 Degrees 04 Minutes 26 Seconds West 331.30 feet to the southeast corner thereof; thence along the north line of said Parcel 3, North 89 Degrees 46 Minutes 12 Seconds West 662.73 feet to the southwest corner thereof and being a point on the west line of the north half of the Southeast Quarter of the Southeast Quarter of said Section; thence along the west line of said Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section; thence along the south line of the Northeast Quarter of the Southwest Quarter of said Section, North 01 Degree 34 Minutes 25 Seconds East 330.00 feet to the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section; thence North 89 Degrees 36 Minutes 54 Seconds West 135.16 feet to the southeast corner of said Tract 1 in said Arvin Minor Subdivision; thence along the east line of said Tract 1, North 89 Degrees 16 Minutes 11 Seconds East 136.20 feet to the northeast corner thereof; thence along the north line of said Tract 1, North 89 Degrees 26 Minutes 16 Seconds West 318.74 feet to the point of beginning and containing 29.418 acres, more or less.

Subject to an electric and gas pipeline easement in favor of Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. in Document 2004R-009800 in the office of the Recorder of Warrick County, Indiana.

Also, subject to the 25-foot right-of-way for Coal Mine Road off the west side.

Also, subject to all other easements, rights-of-ways, covenants and restrictions of record.

Which real estate is zoned and classified as part of the Agricultural District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same hereby rezoned and reclassified from said Agriculture District to said R-1A One Family Dwelling District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

*Anna Sayler*  
President  
*Robert H. ...*  
Member  
*...*  
Member  
BOARD OF COMMISSIONERS  
WARRICK COUNTY INDIANA

County Auditor: *Robert R. ...*

Date Approved: 7/13/2020

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

*Scott Wagner*  
Signature  
Printed Name

This document prepared by: Scott Buedel, Cash Wagner and Associates, PC  
414 Citadel Circle, Suite B, Evansville, IN 47715.

WARRICK COUNTY COMMISSIONERS ORDINANCE # 20-208-12  
PLAN COMMISSION DOCKET # PC-13-20-08  
AN ORDINANCE TO AMEND THE WARRICK COUNTY COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA:

Resolved 1. That the Warrick County Board of Commissioners hereby amends the Warrick County Zoning District Map adopted on March 1, 2009, and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the "R-3" RESORT DISTRICT, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

LOT 93 in BROADVIEW SUBDIVISION SECTION C as recorded in PFI C1 which total area is approximately 1.0 acre and identified as part of the "R-3" RESORT DISTRICT, as shown on said Warrick County Zoning District Maps, and the real estate shall be and the same is hereby rezoned and reclassified from said "R-3" Resort District to said "R-1A" ONE FAMILY DWELLING DISTRICT.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

ATTEST:

*Robert R. ...*  
COUNTY AUDITOR

*...*  
Date Approved

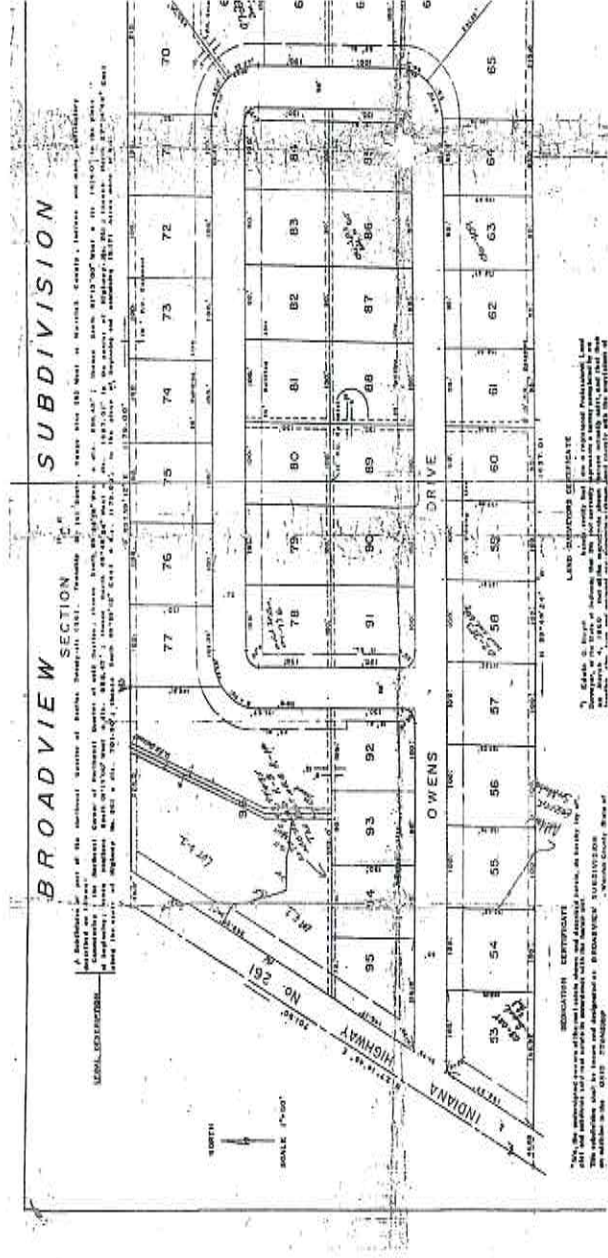
*...*  
Signature

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

This document prepared by: *...*  
Printed Name

*...*  
President  
*...*  
Member  
*...*  
Member  
BOARD OF COMMISSIONERS  
WARRICK COUNTY, INDIANA





WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2020 - 13  
 AN ORDINANCE TO AMEND ARTICLE V "SPECIAL USES" BY ADDING SUBSECTION M SU-29 COMMERCIAL SOLAR ENERGY SYSTEM REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows to wit:

Section 1. That Article V "Special Uses" Section 5 Procedures be amended by adding Subsection M as follows:

M. All SU-29 Special Uses shall be subject to the following requirements.

WHEREAS, this subchapter provides for the permitting, regulation, and operation only of ground-mounted Commercial Solar Energy Systems ("CSES") constructed for the principle purpose of selling electric power commercially by means of converting solar energy from the Sun into the generation of electricity by means of photovoltaic. A photovoltaic (PV) cell, also known as a solar cell, is an electronic component that generates electricity when exposed to photons, or particles of light.

WHEREAS, Warrick County finds that it is in the public interest to encourage the use and development of renewable commercial energy systems, such as photovoltaic cells, that enhance energy generation efforts without negatively impacting the environment. As such, it is the public policy of this County to encourage the use of commercial solar energy collection systems for the generation of commercial energy without unduly limiting the locations of such systems.

WHEREAS, it is the public policy of this County to prefer not to use our County's "prime farmland" for such purposes, which type of land is a designation assigned by U.S. Department of Agriculture defining land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops.

WHEREAS, these regulations are predicated upon the unique needs of CSES within Warrick County so as to encourage the efficient use of this energy source in a manner consistent with the property rights of all. All CSES should be sited and constructed in a location and manner that is best suited for this purpose and is harmonious and beneficial to the districts where permitted.

WHEREAS, the purpose of this Ordinance is to facilitate the construction, installation, and operation of CSES in Warrick County in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other environmentally sensitive areas of our County.

WHEREAS, this Ordinance is not intended to abridge safety, health, or environmental requirements contained in other applicable statutes, codes, standards, regulations, or ordinances.

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NOW THEREFORE, be it adopted as the ordinance of Warrick County, Indiana:  
 Commercial Solar Energy Systems ("CSES") Applicability

All new development or physical additions to existing CSES installations within the unincorporated areas of Warrick County shall be sited, constructed, installed, operated, maintained, and decommissioned in compliance with the provision of this subchapter, after the date of its enactment.

(A) A ground-mounted CSES is a solar energy system that is structurally mounted to foundations installed in the soil that solely support the CSES structures, which shall in total contain 32,000 or more square feet in photovoltaic panel area.

(B) A special use permit is required for all CSES uses after the date of adoption of this Ordinance. An improvement location permit is required for all CSES uses. All CSES applicants shall pay the applicable fees and charges prescribed from time to time by the Warrick County Area Plan Commission and/or the Warrick County Board of Zoning Appeals. A building permit is required for the installation of all CSES uses. Each CSES shall comply with all federal, state, and local laws, statutes, regulations, and ordinances, including but not limited to building codes, fire codes, limitation upon placement in floodplains and historic preservation districts, and federal aviation regulations. No non-required signage shall be permitted to be installed or maintained upon the CSES sites.

(C) All CSES sites shall be located in such a manner as to ensure emergency 24/7 access in compliance with the Indiana Fire Code as locally enforced. A fire protection plan for the construction and operation of the CSES site describing the means of emergency access (i.e. a knock box with keys) shall be developed in coordination with the responsible emergency response department and provided at the site review meeting.

(D) The CSES site may occupy the entire property area, less customary setbacks applicable applicable around the outside boundary perimeter of the CSES property which participating property owners but not to be applicable between participating parcels containing CSES property and provide all necessary ingress and egress and emergency access. The CSES shall be landscaped with Indiana-friendly, lead mixes and native plant species. The CSES shall be landscaped with Indiana Regulatory Landscaping. If the CSES is located within one thousand (1,000) feet of a residential subdivision, a major arterial, or a heavily traveled public highway, the CSES site shall be designed to maximize the use of appropriate vegetative buffers to minimize its visual footprint using vegetation variety recommendations provided by an appropriate Extension Service. All such vegetative buffers and landscaping must be displayed upon the site plan so as to be appropriately considered as part of the Special Use application.

(E) If practical, power transmission lines from the CSES, not including lines that connect one panel to another, to the main power transmission lines should be underground and must be shielded against shock hazard.

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(F) All driveways serving any CSES shall be of a durable surface that meets the minimum specifications prescribed by the Warrick County Highway Engineer for a commercial driveway within the public right-of-way. Interior site drives may be required to be paved as so determined by the Warrick County Board of Zoning Appeals. Parking areas applicable to the CSES are exempt from the off-street parking regulations within the zoning district, but must meet the required set-back and landscaping limitations.

(G) Any CSES that has reached the end of its useful life or has been abandoned shall be removed by the owner. Such physical removal shall be completed no more than 365 days after the date of discontinued operations, or by such timeframe as may be determined by the Warrick County Board of Commissioners. To be in compliance with this requirement, decommissioning shall consist of the physical removal of all CSES structures and equipment from the site; disposal of all solid, hazardous waste in accordance with local, state, and federal waste disposal regulations; and stabilization or re-vegetation of the site as necessary to minimize erosion. The Warrick County Board of Commissioners may approve reasonable requests from the owner to leave landscaping or designated below-grade foundation in place in order to minimize erosion and disruption to existing vegetation. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, a CSES shall be considered "abandoned" when it fails to operate for more than one year without the prior consent of the Warrick County Board of Commissioners. If the owner of any CSES fails to remove the installation in accordance with the requirements within 365 days of abandonment or the proposed date of decommissioning, Warrick County shall have the right, with or without a court order, to enter and remove an abandoned, hazardous, or decommissioned CSES. As a condition for the issuance of an Improvement Location Permit, the applicant and landowner shall agree in writing to allow Warrick County to enter and remove an abandoned, hazardous, or decommissioned installation. For cause, the CSES Owner may request an extension of time from the Warrick County Board of Commissioners in which to complete the decommissioning activities.

(H) The applicant, owner or developer on behalf of the owner of a CSES consisting of 32,000 or more square feet in photovoltaic panel area shall file with the Warrick County Area Plan Commission a legally binding instrument, such as an irrevocable letter of credit, or cashier's check from a duly chartered financial institution or insurance company providing surety satisfactory to Warrick County that all improvements and installations (required as a condition of the approved application and plat) will be constructed in accordance with the standards of this ordinance, and to secure the payment of the costs of removal of any abandoned CSES including the photovoltaic panels, and all associated equipment and buildings that have been determined to be abandoned, or found to be in non-compliance with this Ordinance. Such financial security shall be in the minimal amount of 125% of the cost estimate submitted by the applicant's registered professional engineer for the demolition and removal of the CSES, based upon: a) the estimated length of the useful life expectancy of the CSES; and b) such cost estimated at the end of the useful life expectancy of the CSES. These required security fund conditions shall not apply to a municipal corporation or a school corporation, as defined in IC § 36-1-2-10 and 17 respectively. The irrevocable letter of credit or cashier's check shall be filed prior to an Improvement Location Permit being issued. Any such funds release by the County Auditor shall be

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made only upon receipt of an approval certificate signed by the Warrick County Commissioners. In the event an irrevocable letter of credit is utilized, it shall auto renew for at least five (5) years at a time. In the event that the lending institution sends a notice of cancellation, a replyment irrevocable letter of credit or cashier's check shall be timely submitted so as to not to permit any lapse in surety. The owner shall submit to the Warrick County Commissioners a reevaluation of the 125% cost estimate of demolition and removal of the CSES every five (5) years after the date of approval of the Special Use Application and the amount of the required letter of credit or cashier's check shall then be adjusted as the Commissioners so determine. Such irrevocable letter of credit shall comply with all statutory requirements and shall be satisfactory to the Attorney for the Board of County Commissioners as to form, sufficiency and manner of execution.

(I) The following additional terms and conditions shall be applicable to all CSES Special Use Applications:

1. The Special Use shall be null and void if construction of the CSES by the owner and/or applicant has not begun within two (2) years of its approval date, or any extension of the same granted by the Warrick County Board of Zoning Appeals.
2. If the real property to be used as the site of the proposed CSES is to be leased, legal consent between all parties, specifying the CSES use(s) of the land for the duration of the project, including easements and other agreements, shall be submitted with the application for the Special Use.
3. A Preliminary Site Plan shall be submitted to the Warrick County Site Review Committee showing the intended layout of the CSES prior to the submission of the application for the Special Use to the Warrick County Board of Zoning Appeals. Final Site plan designs sealed by the Engineer of Record, shall be submitted as part of the application for the Special Use. Such preliminary and Final Site Plans shall display the location and spacing of the solar panels and their set-back distances, the location of public roads, ingress and egress points, and the location of underground or overhead electric lines connecting the site to any building, substation or other electric load.
4. Equipment specification sheets typical for a CSES shall be documented and submitted for all photovoltaic panels, significant components, mounting systems, and inverters that are anticipated to be installed.
5. The Special Use Application shall include a description of the continuing photovoltaic maintenance and property upkeep plans.
6. A decommissioning plan must be submitted as part of the Special Use Application. Compliance with this plan shall be made a condition of the approval of the decommissioning of the CSES and the estimated length of the operational life expectancy of the CSES.
7. A minimum of one (1) acre shall be required for each CSES. The surface area of the photovoltaic cells shall not be included in calculating the total lot coverage.

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8. The CSES shall not exceed the maximum height restriction of the zoning district within which it is located.

9. All CSES shall be enclosed by fencing on all sides that shall not exceed eight (8) feet in height. "High Voltage" warning signs not larger than four (4) square feet displaying the owner's emergency contact information, facility name, 911 address, GPS coordinates, and such other requirements as may be contained in the National Electric Safety Code shall be affixed to the fencing entrance.

10. The applicant shall at all times maintain the fence and adhere to the approved vegetation plan. The failure to perform or maintain these requirements may result in the assessment of a maintenance fine not to exceed two hundred dollars (\$200.00) per day for up to each five (5) acres of the CSES site until the applicant is in compliance, as may be so determined by the Warrick County Board of Commissioners. Assessed maintenance fines are payable to the Warrick County Nuisance Fund, Fund No. 4210.

11. Reasonable accessibility to the CSES site to the satisfaction of local emergency management personnel for access by emergency services equipment and vehicles shall be required at all times.

12. No CSES shall be constructed in Warrick County until evidence has been submitted as part of the Improvement Location Permit Application that the owner/applicant has been approved for a power supply plan by a suitable third party.

13. A contour map showing the topography of the site shall be submitted to the Warrick County Site Review Committee and be included as part of the Special Use Application for consideration by the Warrick County Board of Zoning Appeals. Contour maps should be at ten (10) foot interval and include the following minimum information:

- (a) Location by range, section, quarter section, township, city, town or civil township with legal boundary description or by other legal description.
- (b) The name, address, and certification of the licensed surveyor preparing the plot plan and his or her signature and seal.
- (c) Scale shown graphically and numerically, north point and date.

(d) Boundaries of the tract with accurate dimensions and bearings as determined by an accurate survey in the field that has been recorded and closed, as well as physically located by monumentation. Such plot plan must delineate any wetland areas. Furthermore, a copy of the current FEMA FIRM maps that show the subject property including the elevation and contours provided and any risk-rated flood protection elevation shall be submitted to the Warrick County Site Review Committee and be included as part of the Special Use Application for consideration by the Warrick County Board of Zoning Appeals. Any proposed improvements within the floodplain area shall adhere to all requirements of the Warrick County Floodplain Ordinance.

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14. The CSES applicant must submit proposed preliminary drainage plans to the Warrick County Drainage Board for its determination of need and preliminary approval for site drainage improvements prior to consideration of the application by the Warrick County Board of Zoning Appeals. Including the identification of any legal drainage easements, drainage tiles, water lines, pipes, sewers, etc. Any substantial deviation from those approved preliminary drainage plans will need to be reviewed and approved by the Warrick County Drainage Board prior to issuance of the improvement location permit.

15. If lighting is installed at the CSES site, such lighting shall be shielded and downcast.

16. Only the outdoor storage of materials, vehicles, and equipment that directly support the daily operation and maintenance of that CSES shall be permitted to remain on the site.

17. The Special Use-29 applicant and/or operator of the CSES shall defend, indemnify, and hold harmless Warrick County and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, and liabilities whatsoever, including reasonable attorney's fees, without limitation, arising out of, from, or in connection with the construction and/or operation of the CSES.

18. The owner and/or operator of the CSES shall maintain and provide a copy of a current General Liability Insurance policy covering bodily injury and property damage naming Warrick County Commissioners as an additional insured party. Said insurance policy shall have coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and aggregate limits of not less than five thousand dollars (\$5,000.00) in aggregate with a deductible of not more than five thousand dollars (\$5,000.00). Any loss of coverage must be reported within ten (10) working days of occurrence. Failure to maintain coverage shall be considered an automatic cessation of operations.

19. The Warrick County Board of Commissioners, or its designee, shall have enforcement authority of this Ordinance and they shall be granted authority to enter upon the premises of the CSES at any reasonable time with or without the operator's consent. The Warrick County Board of Commissioners shall service notice by certified mail or by other means of delivery of written notification of any violations identified upon the CSES property and the Operator may request an extension of time from the Warrick County Board of Commissioners in which to complete such remedies. Failure to permit such inspection or failure to remedy any discovered violation may be considered an automatic cessation of operations. Any funds received from an Irrevocable Letter of Cashier's check shall be used by the Warrick County Commissioners only for the purpose of making the necessary improvements or the costs of depreciation. If the cost to cure discovered violation, check may be used for these purposes with the proceeds of the Irrevocable Letter of Credit and of the cashier's check may be used for these purposes, or the costs of depreciation. If the cost to cure discovered violation, the Irrevocable Letter of Credit or cashier's check, an invoice for the difference shall be served upon the applicant, owner and/or operator ("responsible party") of the CSES. The responsible party shall, within ten (10) calendar days from the date of which he or she was served with such invoice, pay in full the

balance stated to the Warrick County Board of Commissioners. If the responsible party fails to timely pay any such invoice issued pursuant to this Ordinance, the Warrick County Board of Commissioners shall certify to the Warrick County Auditor the amount of the unpaid invoice, plus any additional administrative costs incurred in the certification of the same. The Warrick County Auditor shall place the total amount so certified on the tax duplicate for the property at issue, and the total amount, including any accrued interest, shall be due and payable with the parcel's real estate tax bill.

20. This Ordinance shall be a supplement to any state or federal laws or regulations, including but not limited to Indiana and United States Laws and Regulations for Renewable Energy and Grid Interconnections. If any section of this Ordinance is held to be unenforceable or invalid, then such finding of invalidity shall not affect the remaining provisions of this ordinance.


Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners for Warrick County, State of Indiana.

Approved this 13 day of July, 2020.


  
Dan Saylor, President

  
Robert Johnson, Member

  
Terry Phillips, Member

  
Debra Stevens, Auditor

Public Hearing held by Plan Commission resulted in a favorable recommendation on June 8, 2020.

  
Jeff Valliant, President

  
Molly Barnhill, Executive Director

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2020 - 14  
AN ORDINANCE TO AMEND ARTICLE V "SPECIAL USES" BY ADDING COMMERCIAL SOLAR ENERGY SYSTEMS (CSES) TO THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows to wit:

Section 1. That Article V "Special Uses" Section 3 "Use Designations" and Table "A" be amended by adding designation 29 Commercial Solar Energy Systems as follows:

SU-29 Commercial Solar Energy Systems (CSES) (see Section 5 "Procedure" Subsection M for conditions) Table A (see attached)

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners for Warrick County, State of Indiana.

Approved this 13 day of July, 2020.

  
Dan Saylor, President

  
Robert Johnson, Member

  
Terry Phillips, Member

  
Debra Stevens, Auditor

Public Hearing held by Plan Commission June 8, 2020.

  
Jeff Valliant, President

  
Molly Barnhill, Executive Director



**Table A**

SU	CON	A	RC	R-1	R-1A	R-1B	R-1C	R-2	R-2A	R-3	R-0	RMH	R-2B	C-1	C-2	C-3	C-4	W-R	W-1	M-1	M-2	M-3
1	X													X	X	X				X	X	
2	X													X	X	X				X	X	
3	X													X	X	X				X	X	
4	X													X	X	X				X	X	
5	X													X	X	X				X	X	
6	X													X	X	X				X	X	
7	X													X	X	X				X	X	
8														X	X	X				X	X	
9														X	X	X				X	X	
10	X													X	X	X				X	X	
11	X													X	X	X				X	X	
12	X													X	X	X				X	X	
13	X													X	X	X				X	X	
14	X													X	X	X				X	X	
15	X													X	X	X				X	X	
16	X													X	X	X				X	X	
17																						
18	X																					
19																						
20																						
21	X																					
22	X																					
23																						
24	X																					
25																						
26	X																					
27	X																					
28	X																					
29	X																					



10335 Hedden Rd. - Evansville, IN 47725 - (812) 607-5959 - fax (812) 607-5993 - www.jbiconst.com

June 29, 2020

Mr. Clint Roos  
City of Boonville  
135 S. 2nd St.  
Boonville, IN

Dear Mr. Roos:

In regards to the Boonville Downtown Plaza Renovations Project (MEI Project No. 2018012-01), JBI Construction, Inc. has not received the October Pay Estimate from Warrick County in the amount of \$4,992,486. Additionally, JBI Construction, Inc. has not received the Retainage from Warrick County in the amount of \$244,321.65. JBI Construction, Inc. is offering a \$25,000 credit to the remainder owed if payment of \$4,992,486 is received by July 31, 2020. After receipt of this payment, all parties will consider this project complete and closed.

Sincerely:

JBI Construction, Inc.  
Tim Sigler, President

Cc: Charlie Wyatt, Mayor

<b>EJCDC</b> SPECIALTY CONTRACT DOCUMENTS COMMITTEE	Contractor's Application for Payment No. 10
Applicator: Warrick County	Application Date: 11/11/2019
From (Contractor): JBI Construction, Inc.	Via (Engineer): Midwestern Engineers, Inc.
Project: Boonville Downtown Plaza	Contractor's Project No.: 11861
Owner's Contract No.:	Engineer's Project No.: 2018012-01

Application For Payment Change Order Summary

Approved Change Order Number	Additions	Deductions
1	\$6,130.00	
2	\$177,887.50	
3	\$5,000.00	
10	\$3,240.00	\$1,260.00
<b>TOTALS</b>	\$3,040.00	\$283,079.00
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>-\$240,039.00</b>

1. ORIGINAL CONTRACT PRICE	\$ 6,098,596.00
2. Net change by Change Orders	\$ -240,039.00
3. Current Contract Price (Line 1 + 2)	\$ 5,858,557.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 441,301.94
5. RETAINAGE	\$ 174,600.78
6. AMOUNT PAID (Line 4 + Line 5)	\$ 615,902.72
7. LESS PAYMENTS (Line 6 - Line 5)	\$ 441,301.94
8. AMOUNT DUE THIS APPLICATION	\$ 174,600.78
9. BALANCE TO FORWARD PLUS RETAINAGE	\$ 441,301.94
(Column C total on Progress Estimate + Line 6c above)	\$ 615,902.72

Contractor's Certification  
I, the undersigned Contractor, certify that the information on this Application for Payment is true and correct to the best of my knowledge, and that I am not aware of any information that would cause this Application for Payment to be considered false or misleading. I understand that this Application for Payment is subject to audit by the Engineer and the Owner. I agree to indemnify and hold the Engineer and the Owner harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be incurred by the Engineer or the Owner in connection with the review of this Application for Payment. I agree to provide all records and documents requested by the Engineer or the Owner in connection with the review of this Application for Payment. I agree to provide all records and documents requested by the Engineer or the Owner in connection with the review of this Application for Payment. I agree to provide all records and documents requested by the Engineer or the Owner in connection with the review of this Application for Payment.

Payment of \$ Four Thousand Nine Hundred Ninety-One Dollars and Forty-Six Cents (Line 9 or other - attach explanation of the other amount)  
is recommended by: Clint W. Roos (Date) 11/25/2020  
Payment of: \$ Four Thousand Nine Hundred Ninety-One Dollars and Forty-Six Cents (Line 9 or other - attach explanation of the other amount)  
is approved by: Charlie Wyatt (Date) 7-13-2020  
Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_  
Funding or Financing Source (If Applicable) \_\_\_\_\_ (Date) \_\_\_\_\_

Contractor Signature: Tim Sigler Date: 11/11/2019







ORDINANCE 2020-15

on the basis of such person's race, color, religion, ancestry, age, national origin, disability, sex, sexual orientation, gender identity, or United States military service veteran status.

§ 11-04

NON-DISCRIMINATION CLAUSES

(A) In each contract to which Warrick County, or any board, office, or department of the County, is one of the executing parties, Warrick County shall ensure that such contract shall contain a provision requiring the governmental contractor and subcontractors not to discriminate against any employee or applicant for employment in the performance of said contract, with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, ancestry, age, national origin, gender, sexual orientation, gender identity, or United States military service veteran status. Breach of such provision may be regarded as a material breach of said contract.

(B) Warrick County shall ensure that all applications, postings, announcements, and/or advertisements recruiting for employment with Warrick County shall conspicuously include the prompt that reads as follows:

"An Equal Employment Opportunity Employer."

This Ordinance is passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 13<sup>th</sup> day of July, 2020.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

Signatures of Dan Saylor, President, and Robert H. Johnson, Jr., Vice President.

Thomas Phillippe, Member

ORDINANCE 2020-15

ATTEST:

Deborah K. Stevens, Auditor Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Signature of Todd I. Glass, Esq., Attorney at Law, with contact information.

Prescribed by the State Board of Accounts

COUNTY TREASURER'S MONTHLY REPORT

County Form No. 47-TR

Month ending June 30th, 2020

WARRICK COUNTY

Table with 2 columns: Description and Amount. Includes categories like Total Taxes Collected, Advance Collections of Taxes, and Depository Balance.

RECEIVED JUL 19 2020 WARRICK CO. AUDITOR FILED JUL 10 2020 WARRICK CO. AUDITOR

RECONCILEMENT WITH DEPOSITORIES

Table with 2 columns: Description and Amount. Includes categories like Balance in all Depositories Per Daily Balance Record and Outstanding Warrant-Checks.

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH: (a) Cash Change Fund Advanced by County, (b) Unexpended Items on Hand, (c) Total (Must Agree with Line 26 Above)

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

Dated on this 10th day of July, 2020



WARRICK COUNTY, INDIANA  
Governmental Unit  
Thursday, June 25, 2020

#NAME?  
Notes: (1) Use both sides of form if needed. Signatures of governing body must be on each side of form. (2) If a governing body is not present, the signature of the person who is certifying the information is required. (3) If a governing body is not present, the signature of the person who is certifying the information is required.

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant#	Certified
	CLERK	1000-0001	\$ 15,206.27			Service Records Incomplete and will accurate. Indicates correct next pay period
	AUDITOR	1000-0002	\$ 15,497.13			
	RECORDER	1000-0003	\$ 6,203.43			
	SHERIFF	1000-0004	\$ 110,364.86			No Documentation Submitted
	SURVEYOR	1000-0005	\$ 3,766.16			No Documentation Submitted
	ASSESSOR	1000-0006	\$ 12,457.29			No Documentation Submitted - see attached letter
	PROSECUTING ATTORNEY	1000-0009	\$ 19,184.19			No documentation for Mike Arnold
	EXTENSION OFFICE	1000-0011	\$ 2,506.68			No documentation for Larry Latham
	PLANNING DEPT	1000-0012	\$ 2,925.66			No Documentation Submitted/Will be compliant on next payroll
	COUNTY COUNCIL	1000-0031	\$ 4,743.53			No Documentation Submitted
	COMMISSIONERS	1000-0079	\$ 11,378.05			\$ 15,838.93
	AREA PLAN COMMISSION	1000-0079	\$ 5,893.73			
	COURT HOUSE	1000-0162	\$ 6,542.21			No Documentation Submitted - see letter attached
	SUPERIOR COURT #1	1000-0201	\$ 14,472.24			No documentation for Friedmen Park
	SUPERIOR COURT #2	1000-0202	\$ 10,125.90			
	CIRCUIT COURT	1000-0203	\$ 2,962.40			
	CIRCUIT COURT-CASA	1000-0232	\$ 3,866.41			
	EMERGENCY MANAGEMENT	1000-0302	\$ 20,921.04			
	CENTRAL DISPATCH	1000-0303	\$ 34,457.46			
	JAIL	1000-0380	\$ 3,074.77			
	CHILD SUPPORT	1000-0660	\$ 10,617.18			
	ECONOMIC DEVELOPMENT	1112	\$ 6,922.79			
	COMMUNITY CORRECTIONS	1135	\$ 5,155.01			
	GUM BRIDGE	1135	\$ 2,713.89			
	CUMULATIVE DRAIN	1141	\$ 14,963.27			
	HEALTH DEPT.	1169	\$ 22,766.62			
	LOCAL HEALTH MAIN	1173	\$ 1,517.04			
	HIGHWAY DEPT.	1175	\$ 10,951.24			
	MISDEMEANANT	1175	\$ 2,448.41			
	HIGHWAY DEPT.	1178-0030	\$ 7,028.78			
	PLANNING DEPT	1178-0033	\$ 409.50			
	PLANNING DEPT	1181	\$ 409.50			
	ORDER PERPETUATION	1189	\$ 10,813.04			
	STORMWATER MANAGEMENT	1197	\$ 2,385.15			

	GAL-CIRCUIT COURT	1211	\$ 364.00			No Documentation Submitted
	ELECTION	1219	\$ 20,503.52			Circuit Court compliant Superior Court will be compliant on next payroll
	PARKS DEPT.	1224	\$ 5,485.76			No Documentation Submitted - see attached letter
	PROPERTY REASSESSMENT	2000	\$ 701.68			Connor Relaing - time sheet doesn't match voucher
	SUPERIOR #1/CIRCUIT PROBATION	2001	\$ 1,001.28			No documentation submitted/will be compliant on next payroll
	CIRCUIT COURT - PROBATION	2001	\$ 1,001.28			No Documentation Submitted - see attached letter
	PRETRIAL DIVERSION	2504	\$ 180.81			Documentation Submitted - see attached letter
	BUILDING COMMISSION	4905	\$ 3,962.09			No Documentation Submitted - see attached letter
	DD/DC PROG INCOME	4921	\$ 3,975.42			No Documentation Submitted - see attached letter
	VOCA	9075	\$ 3,166.04			No Documentation Submitted - see attached letter
	OFFICE OF PROSECUTING ATT	9085	\$ 2,385.15			No Documentation Submitted - see attached letter
	OFFICE OF PROSECUTING ATT	9895				No Documentation Submitted - see attached letter
	COM CORR-Drug Court	8150	\$ 1,346.15			No Documentation Submitted/Will be compliant on next payroll
	CASA	9141	\$ 552.76			No Documentation Submitted/Will be compliant on next payroll
	ADULT COMM BASED SUP - DC	9210	\$ 1,344.42			No Documentation Submitted/Will be compliant on next payroll
		Total	\$ 499,899.71			

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereto, are true and correct and I have audited the same in accordance. Claims without supporting documentation cannot be certified as true and correct.

Thursday, June 25, 2020

Debbie Stevens, Fiscal Officer

ALLOWANCE OF VOUCHERS IC 5-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) and except for vouchers are not allowed as shown on the register such vouchers are allowed in the total amount \$ 499,899.71

Don Stoyke, County Commissioner  
Robert Johnson, County Commissioner

Tom Shippe, County Commissioner

WARRICK COUNTY, INDIANA  
Governmental Unit  
Friday, July 10, 2020

#NAME?  
Notes: (1) Use both sides of form if needed. Signatures of governing body must be on each side of form. (2) If a governing body is not present, the signature of the person who is certifying the information is required. (3) If a governing body is not present, the signature of the person who is certifying the information is required.

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant#	Certified
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	AUDITOR	1000-0002	\$ 14,599.46			
	RECORDER	1000-0003	\$ 6,035.86			
	SHERIFF	1000-0004	\$ 129,404.34			No documentation
	SURVEYOR	1000-0005	\$ 3,766.16			No documentation
	ASSESSOR	1000-0006	\$ 12,457.29			No documentation
	PROSECUTING ATTORNEY	1000-0009	\$ 19,184.19			No documentation
	EXTENSION OFFICE	1000-0011	\$ 2,925.66			No documentation
	VETERAN'S AFFAIRS	1000-0012	\$ 4,743.53			No documentation
	COUNTY COUNCIL	1000-0031	\$ 11,378.05			No documentation
	PLANNING DEPT	1000-0079	\$ 5,893.73			No documentation
	COURT HOUSE	1000-0162	\$ 6,542.21			No documentation
	SUPERIOR COURT #1	1000-0201	\$ 10,125.90			No documentation
	SUPERIOR COURT #2	1000-0202	\$ 12,876.83			No documentation
	CIRCUIT COURT	1000-0203	\$ 2,962.40			No documentation
	CIRCUIT COURT-CASA	1000-0232	\$ 3,866.41			No documentation
	EMERGENCY MANAGEMENT	1000-0302	\$ 20,921.04			No documentation
	CENTRAL DISPATCH	1000-0303	\$ 34,457.46			No documentation
	JAIL	1000-0380	\$ 3,074.77			No documentation
	CHILD SUPPORT	1000-0660	\$ 5,974.77			No documentation
	ECONOMIC DEVELOPMENT	1112	\$ 10,617.18			No documentation
	COMMUNITY CORRECTIONS	1135	\$ 6,922.79			No documentation
	GUM BRIDGE	1135	\$ 5,155.01			No documentation
	CUMULATIVE DRAIN	1141	\$ 2,413.89			No documentation
	HEALTH DEPT.	1169	\$ 15,056.27			No documentation
	LOCAL HEALTH MAIN	1173	\$ 10,294.16			No documentation
	HIGHWAY DEPT.	1175	\$ 1,617.04			No documentation
	MISDEMEANANT	1175	\$ 11,693.22			No documentation
	HIGHWAY DEPT.	1178-0030	\$ 20,448.60			No documentation
	PLANNING DEPT	1178-0033	\$ 7,028.78			No documentation
	HIGHWAY DEPT.	1181	\$ 451.50			No documentation
	PLANNING DEPT	1189	\$ 409.50			No documentation
	ORDER PERPETUATION	1197	\$ 10,813.04			No documentation
	STORMWATER MANAGEMENT	1211	\$ 364.00			No documentation
	ELECTION	1215	\$ 1,203.00			No documentation
	PARKS DEPT	1219	\$ 20,957.47			No documentation
	PROPERTY REASSESSMENT	2000	\$ 701.68			No documentation
	SUPERIOR #1/CIRCUIT PROBATION	2001	\$ 1,001.28			No documentation
	CIRCUIT COURT - PROBATION	2001	\$ 1,001.28			No documentation
	PRETRIAL DIVERSION	2504	\$ 180.81			No documentation
	BUILDING COMMISSION	4905	\$ 3,962.09			No documentation







































**MITCHELL & MCCORMICK, Inc.**  
**Business Associate Addendum**

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") is entered into by and between Warrick County, Health Department ("Covered Entity") and Mitchell & McCormick, Inc. ("Business Associate") and shall be effective as of the date of Services Agreement (as defined hereinafter).

**Recitals**

WHEREAS, the parties have entered into an underlying services agreement, ("Services Agreement") incorporated herein by reference;

WHEREAS, in order for Business Associate to furnish services to Covered Entity in accordance with the Services Agreement, Covered Entity must at times disclose to Business Associate protected health information ("PHI") governed by the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 ("HIPAA"), as amended, and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and 45 C.F.R. Parts 160, 162 and 164 (the "Security Rule") (collectively, the "HIPAA Regulations"), as amended;

WHEREAS, the parties desire to enter into this Addendum in order to comply with the HIPAA Regulations;

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and in the Services Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. **Definitions.** The terms used, but not otherwise defined, in this Addendum shall have the same meaning as those in the HIPAA Regulations, as amended.

2. **Duties and Obligations of Business Associate.** Business Associate hereby agrees to fully comply with the requirements applicable to "business associates" under the HIPAA Regulations, and the terms and conditions set forth under the Services Agreement and this Addendum.

a. **Permitted Uses and Disclosures.** Business Associate may use or disclose PHI of the Covered Entity for any and all purposes necessary to perform the duties and obligations of Business Associate under the Services Agreement, or as otherwise expressly permitted under this Addendum, the Services Agreement or in compliance with 45 C.F.R. § 164.504(f). Business Associate may further disclose PHI to its subcontractors, if such subcontractors are also Business Associates, provided that Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that the PHI will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any Breach of Unsecured PHI in the manner and time frame set forth under Section 2.c. of this Addendum.

b. **Authorizations.** Notwithstanding any other limitation herein, Covered Entity agrees that nothing in this Addendum prohibits Business Associate from using or disclosing PHI to the extent permitted by an Authorization from the applicable individual.

c. **Safeguarding PHI.** Business Associate shall develop and implement reasonable administrative, physical and technical safeguards to prevent the unauthorized use or disclosure of PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity; and to protect the confidentiality, integrity and availability of such PHI. Business Associate shall further adopt a security plan that takes into account each of the Security Rule standards, as appropriate, and provide training, as appropriate, to relevant employees, subcontractors and agents of Business Associate on such policies and procedures to prevent the unauthorized use or disclosure of PHI.

d. **Third Party Agreements.** Under certain circumstances, Business Associate may need to enter into agreements with agents or subcontractors in order to fully perform its obligations under the Services Agreement. Business Associate shall ensure that any such agents or subcontractors agree to comply with the same restrictions and conditions that apply to Business Associate under this Addendum, and to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI created, received, transmitted or maintained by the parties during the term of the Services Agreement in conformance with the HIPAA Regulations.

e. **Reporting Unauthorized Uses and Disclosures.** Business Associate agrees to notify Covered Entity of a Breach of Unsecured PHI discovered by Business Associate in writing within 60 days of the date of discovery, if the Breach involves PHI that Business Associate created, received, transmitted or maintained on behalf of Covered Entity. Business Associate shall require such agents or subcontractors to enter into a written agreement with Business Associate that requires such agent or subcontractor to agree to be bound by the same restrictions and conditions that apply to Business Associate under this Addendum, and to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI created, received, transmitted or maintained by the parties during the term of the Services Agreement in conformance with the HIPAA Regulations.

f. **Access Information.** Business Associate shall provide access to PHI maintained in a Designated Record Set to Covered Entity or an Individual within 60 days of receipt of a request for such access, in a manner and time frame specified herein in order that Covered Entity may comply with the HIPAA Regulations.

g. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the PHI created, maintained, transmitted or received by Business Associate on behalf of Covered Entity available to Covered Entity and the Secretary of the Department of Health and Human Services ("Secretary") for the purpose of determining Covered Entity's compliance with the HIPAA Regulations and the terms of this Addendum.

7

A request for access by Covered Entity under this Section 2.g. shall be granted upon fifteen (15) days prior written notice, and conducted at Business Associate's offices during normal business hours.

h. **Availability of PHI for Amendment.** Business Associate agrees to make any amendment(s) to PHI maintained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within thirty (30) days after receipt of a written direction from Covered Entity.

i. **Accounting of Disclosures.** Upon Covered Entity's written request, Business Associate shall make available an accounting of disclosures of PHI made by Business Associate for which Covered Entity is required to provide such accounting of disclosures under HIPAA.

j. **Data Aggregation Services.** Business Associate may use or disclose PHI to provide Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, relating to its health care operations.

3. **Duties and Obligations of Covered Entity.**

a. **Privacy Notice.** Covered Entity shall inform Business Associate of any changes, or limitations, in the Notice of Privacy Practices ("Privacy Notice") of Covered Entity, and provide Business Associate with a copy of the Privacy Notice in effect.

b. **Restrictions of Use or Disclosure of PHI.** Covered Entity shall inform Business Associate of any restrictions on the use or disclosure of PHI requested by individuals, including any changes to or revocation of such restriction.

c. **No Inappropriate Requests.** Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity, except as permitted in Section 2 above.

4. **Term and Termination.**

a. **Term.** The term of this Addendum shall be effective and terminate upon the effective and termination date of the Services Agreement. Upon said termination, Business Associate shall return or destroy, as the case may be, PHI to Covered Entity in accordance with Section 4.d. below.

b. **Material Breach.** If Covered Entity determines that Business Associate has breached a material term of this Addendum, Covered Entity may provide notice of such breach to Business Associate and afford Business Associate an opportunity to cure the alleged material breach within the time period allowed by the Services Agreement for cure of material breaches of its terms. If Business Associate fails to cure such breach within the time period allowed by the Services Agreement, Covered Entity may terminate this Addendum and the Services Agreement.

c. **Material Breach of the Secretary.** If Covered Entity determines that Business Associate has breached a material term of this Addendum, and Business Associate is unable to cure such breach, Covered Entity shall, if not feasible, attempt to continue the Services Agreement with Business Associate. Termination is not feasible if there are no viable alternatives to continuing the Services Agreement with Business Associate.

d. **Effect of Termination.** Upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI created, maintained, transmitted or received by Business Associate on behalf of Covered Entity. Business Associate agrees to notify Covered Entity of the termination of this Addendum in writing within 60 days of the date of termination. Business Associate shall also notify Covered Entity of any destruction of PHI in a reasonably timely manner. Business Associate will notify Covered Entity in writing of the reasons for such determination and agrees to extend the protections of this Addendum for as long as necessary to protect the PHI, but Business Associate shall not use or disclose PHI except for the limited purposes for which extended retention of such records is necessary. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

5. **Survival.** The parties' obligations which by their nature continue beyond termination, cancellation or expiration of the Services Agreement and this Addendum shall survive termination, cancellation or expiration of the Services Agreement and this Addendum.

6. **Choice of Law.** The parties acknowledge that the HIPAA Regulations may be modified from time to time. The parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations and other applicable laws and regulations relating to the privacy and security of PHI. Further, the parties acknowledge that during the term of this Addendum, the HIPAA Regulations and other applicable laws and regulations may change. The parties agree that any such changes to the HIPAA Regulations and other applicable laws and regulations may result in changes of scope and pricing under the Services Agreement. Upon Covered Entity's request, Business Associate agrees to enter into good faith negotiations with Covered Entity concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Regulations or other applicable laws and regulations relating to the privacy and security of PHI. If the parties fail to reach an agreement by providing written notice to the other party, effective sixty (60) days after the date of such notice, Nothing herein shall be deemed to extend the term of any other agreement between the parties.

7. **Binding Nature and Assignment.** This Addendum shall be binding on the parties, their successors and assigns, but neither party may assign their rights and obligations under this Addendum without the prior written consent of the other, which consent shall not be unreasonably withheld.

8. **Interpretation.** The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Regulations and other applicable federal and state privacy and security laws and regulations.



8. **Notices.** All notices permitted or required under this Addendum shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified registered mail, return receipt requested, to the addressee specified in the Addendum. Notices shall be sent to the addresses set forth in this Addendum or such other address as either party may specify in writing.

9. **Independent Contractor.** The relationship between the parties will solely be that of independent contractors engaged in the operation of their own respective businesses, and Business Associate shall not be considered an employee, agent, or part of, or in joint venture with, the Covered Entity or any affiliate of Covered Entity.

10. **No Third Party Beneficiary.** This Addendum has been entered into solely for the benefit of Covered Entity and Business Associate and is not intended to create any legal, equitable or beneficial interest in any third party, or to vest in any third party any interest as to enforcement or performance.

11. **Regulatory References.** A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect, or as amended, and for which compliance is required.

12. **Amendments.** This Addendum may not be modified or amended except by a writing that explicitly refers to the amendment of this Addendum and that is signed by authorized representatives of both parties.

13. **Waiver.** None of the provisions of this Addendum shall be deemed to have been waived by any act, omission, or acquiescence on the part of the disclosing party without a written instrument signed by the disclosing party. No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition.

14. **Entire Agreement.** Except to the extent specifically amended by this Addendum, all of the terms and conditions contained in the Services Agreement shall survive in the event of any inconsistency between this Addendum and the Services Agreement, the terms and conditions of this Addendum shall govern and prevail.

**IN WITNESS WHEREOF,** Business Associate and Covered Entity have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Mitchell & McCormick, Inc.  
("Business Associate")

By: Freda Nichols  
Title: Vice President Support  
Date: July 29, 2020

Warrick County Health Department  
by Warrick County Commissioners  
("Covered Entity")

By: Dan Saylor  
Title: President  
Date: 08/04/2020

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