

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 8, 2022
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President; Robert Johnson, Vice President; and Dan Saylor, Member. Attorney Andrew Skinner and Administrator Heather Soberg were in attendance. Auditor Debbie Stevens and Secretary Kristine Georges attended and recorded the minutes.

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST TO REZONE
PC-R-22-08**

Commissioner Terry Phillippe: First order of business is Area Plan.

Molly Barnhill: We have a Request to Rezone. It's PC-R-22-08 by, petitioner and owner's Maken Corporation by Daniel Uebelhor. The request is to rezone fifty-seven point two-two (57.22) acres located on the south side of Oak Grove Road, twenty-five hundred (2,500) feet west of the intersection formed by Oak Grove and Wethers Road from M-2, General Industrial Zoning to R-1, One Family Zoning, Ohio Township, 18-6-8. Complete legal is on file. This was advertising in the Standard on, June 30, 2020. The APC gave a unanimous positive recommendation at their meeting on, July 11, 2022. But, we have received a request from Jim Morley, the engineer for this project, on behalf of Danny Uebelhor to table this for two (2) weeks to your next regularly scheduled meeting.

Commissioner Terry Phillippe: I'm good with that.

Commissioner Dan Saylor: I'll make a motion to table for August 22nd meeting.

Commissioner Bob Johnson: I'll second.

Commissioner Terry Phillippe: Have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

**STREET CONSTRUCTION PLANS
PP-22-11 STAHL ROAD APARTMENTS PUD**

Molly Barnhill: Our next item will be Street Construction Plans, PP-22-11, Stahl Road Apartments, PUD. Petitioner is Indiana Valley, LLC by Mansoor Khan, member. Approximately nine point one-six-one (9.161) acres on the south side of Stahl Road, six hundred sixty (660) feet west of Stahl Road and Epworth. It's part of Lots 27 and 28 in Sweets, Sweats Subdivision, Ohio Township, 20-6-9. Advertised in the Standard, July 28, 2022, and the internal roadway is proposed to be a private roadway on this development.

Glen Meritt: Glen Meritt with Cash Waggner. Same project that came before you in Drainage Board. I don't have anything else to add. Was discussed earlier. Like I said, it is a private road.

Bobby Howard: Technically, the street plans aren't in order yet. We're still waiting on the Traffic Impact Study results. And I was told, was in an email that came in, said it'd be another two (2) to three (3) weeks is what she said Friday.

Glen Meritt: Something like that. I don't know if there's a definitive timeframe. I know you mentioned two (2) weeks. I mean if we...

Commissioner Dan Saylor: So, we table to the 22nd then? Or?

Glen Meritt: I guess I have one (1) question. Can we do that and if we know the traffic study is not going to get done, and we can, in a week and a half, can we push it to a month or how's that need work? So, we tabled the drainage till the 20th, whatever that is.

Bobby Howard: Yeah, cause there's a possibility won't be done by the 22nd.

Glen Meritt: We're not doing the traffic study, it's Lochmueller Group. So, it's out of my hands.

Commissioner Terry Phillippe: (Inaudible) the agenda and request (inaudible).

Andrew Skinner: It can be taken off if it's not ready. Or when we come back next time and just say we're still waiting on it, table it again.

Glen Meritt: Table it again.

Commissioner Terry Phillippe: Okay, I'm fine with that.

Glen Meritt: Okay, we can do that then.

Commissioner Dan Saylor: Make, make a motion to table.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: Have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

PP-22-12

WARRICK RESEARCH AND INDUSTRIAL CENTER

Molly Barnhill: Our next item would be PP-22-12, Warrick Research and Industrial Center, Number 1, PUD, replat of Lot 4. Petitioner/Owner is Westfall Investments, LLC by Karl Westfall, owner. Two point five-three (2.53) acres located on the north side of Vann Road seven hundred (700) feet east of the intersection of Vann and Prospect Drive. Being Lot 4 in Warrick Research and Industrial Center, Number 1. Ohio Township, 19-6-8. Advertised in the Standard, July 28, 2022. They're requesting no improvements to Vann Road and the County Engineering has signed off that this would be okay on the request.

Glen Meritt: Glen Meritt with Cash Waggner. I don't have anything else to add. There's no improvements of Vann. That's the one (1) that's got the existing access, shared access with the property to the east that's already...

Bobby Howard: It's got a large commercial drive with tapers (inaudible).

Commissioner Dan Saylor: You good with it? Make a motion to approve.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: Have a first and a second. All in favor?

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Glen Meritt: Thank you very much.

(PP-22-12 is located on Page 15 of these Official Minutes)

PP-22-13

HARMONY HILL

Molly Barnhill: Our last item is Harmony Hill Subdivision, PP-22-13. Petitioner and Owner is Oakland Holdings, LLC by Jordan Aigner, Managing Member. Approximately one hundred fifty-four point nine-four (154.94) acres located zero (0) feet northeast at the intersection of Eskew Road and State Road 61. Boon Township, 10-5-8, complete legal on file. This was advertised in the Standard, July 28, 2022. And they've also requested no improvements to Eskew or Wesley Road and this has not been signed off on yet by the County Engineer.

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. This is the same project we were just here on Drainage Board on. Had the basin in the northwest and southwest corners. It's a normal, regular subdivision, curb and gutter streets, underground piping and side yard and rear yard swales and then we have, we come out onto State Road 61 at the bottom and we've applied for our INDOT permits on that. And I would think an approval would be subject to that INDOT permit being granted.

Bobby Howard: At site review, I talked about the possibility of double chip and seal to the adjacent roadways. Was that discussed with the developer?

Jim Morley, Jr.: It was. I discussed that with Jordan Aigner, who is the developer of this property, manager of the property, of the LLC, I guess. And yes, he, because all of our subdivisions, none of our lots are allowed to access those streets. He said that he, it was, he did not want to be responsible for the adjoining county roads that his subdivision lots can't access.

Bobby Howard: But, they all have access by the new road to Wesley to the north, correct?

Jim Morley, Jr.: Yes, in theory people could go out the north onto Wesley Road as I looked at the...?

Bobby Howard: My issue would be dust control complaints. We're going to have some residents on that north end adjacent to the gravel roadways. And they'll also want to travel those gravel roadways at some point, but we'll get complaints about the dust and, and wanting some kind of dust control and the County does a prime and chill, chip and seal for dust control. That's why I discussed that my recommendation would be to split the cost of the double chip and seal of Wesley and Eskew Roads. And that could be at such time that the north half of the subdivision is platted. I don't know what they plan on doing when they come in for secondaries. I suppose they're starting south and working north.

Jim Morley, Jr.: They're starting south working north, so it can be a while before we're there. I think it was the belief of the developer that as this project moves forward, the tax dollars generated off of this project would provide enough...

Bobby Howard: Tax dollars don't pay for roads.

Jim Morley, Jr.: Sorry, I don't know enough about taxes, I guess. But, just that that would, as they commute, as they contribute to the community, that that would occur.

Commissioner Terry Phillippe: Jim, I think these are all two and a half (2 1/2) acre lots, right?

Jim Morley, Jr.: They are.

Commissioner Terry Phillippe: So, I'm assuming they're probably going to be pretty nice homes. We know we're gonna get phone calls.

Jim Morley, Jr.: Yeah, and I get, I get that. I do. I get the dust issue.

Bobby Howard: And, typically, every subdivision we've done to date, like Fisherville Road, we requested that. They pay half the cost of the double chip and seal. I believe when Polk Road, the subdivision out there went in, they paid half the cost of the double chip and seal.

Jim Morley, Jr.: And so, are you seeking, because in our sub-review meeting, we didn't really necessarily flush it out all the way.

Bobby Howard: Right. It was to be discussed. And that never happened and we just got the request for no improvements back again. So.

Jim Morley, Jr.: So, are you seeking half the chip and seal for, for the road along the north side only?

Bobby Howard: That would be my recommendation.

Jim Morley, Jr.: Cause these are pretty deep lots.

Bobby Howard: No, basically the cost to do both half, half that cost to do both roadways, double chip and seal, for the County to do it, half that cost would be thirty-nine thousand dollars (\$39,000.00).

Jim Morley, Jr.: Thirty-nine thousand (\$39,000.00) would be what, half the cost?

Bobby Howard: That's half the cost to...

Jim Morley, Jr.: That would be the developers?

Bobby Howard: Yeah, that's the developer's portion.

Jim Morley, Jr.: Portion of that?

Commissioner Dan Saylor: So, the total cost is...?

Bobby Howard: Fifty-seven (57) lots? How many lots is there?

Jim Morley, Jr.: Fifty-seven (57).

Bobby Howard: Fifty-seven (57) lots.

Jim Morley, Jr.: I don't have my glasses on today.

Commissioner Dan Saylor: So, you're saying thirty-nine thousand (\$39,000.00) would be the developer's cost, right, Bobby?

Bobby Howard: Yes. And the county's cost as well, thirty-nine thousand (\$39,000.00).

Commissioner Dan Saylor: Thirty-nine thousand (\$39,000.00) a piece. Okay.

Jim Morley, Jr.: When would that have to be done?

Bobby Howard: That's still up for discussion on how the Board wants to do it. I mean, basically you would, if we're talking about a certain amount of lots before, they would have to submit their dollar amount for that.

Commissioner Terry Phillippe: If they start from the south and work their way north. I'd be fine with...

Bobby Howard: If they get over half way?

Commissioner Terry Phillippe: Some sort of a line in the sand.

Bobby Howard: Then they would have to submit their thirty-nine thousand (\$39,000.00) for the cost. That's up to the Board.

Molly Barnhill: So, you gonna start the secondary, just doing the southern half of the lot of the...?

Bobby Howard: They don't know how many.

Jim Morley, Jr.: I don't know yet. It would make sense to start on the southern end because that's where the main access is. People are going to come, the vast majority will come in off of (State Road) 61.

Molly Barnhill: How many phases do you think, the secondary then?

Jim Morley, Jr.: I mean, I can tell you it's going to be based off of lot sales.

Molly Barnhill: Okay.

Commissioner Dan Saylor: How many lots are in there, Jim?

Jim Morley, Jr.: Fifty-seven (57), I believe.

Molly Barnhill: Yes, fifty-seven (57).

Commissioner Terry Phillippe: I thought it was more than that, sorry.

Jim Morley, Jr.: So, if I could do this, if this would be alright with the Board, can we recess and I'll get you the answer and come back up a little bit farther down your agenda and we can put it to bed.

Commissioner Bob Johnson: Sure.

Jim Morley, Jr.: Would that be alright with you fellas?

Commissioner Dan Saylor: Make a motion to recess this Harmony Hills item.

Jim Morley, Jr.: Okay. Chase it down for you.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Motion carries three, zero (3-0). Harmony Hill is recessed.

**ACTION AGENDA
APPROVAL OF MINUTES
JULY 25, 2022**

Commissioner Terry Phillippe: Next item on the agenda is the Approval of Minutes from our July 25, 2022 meeting.

Commissioner Dan Saylor: Are there any corrections on that, Heather?

Heather Soberg: Yeah.

Commissioner Terry Phillippe: There were some corrections here. So, can we just make a motion to approve these, enter these changes into the record?

Andrew Skinner: Yes.

Commissioner Dan Saylor: I make a motion with the changes that have been presented into the record.

Commissioner Bob Johnson: I agree that we need to amend the changes into the document as stated and I'll second that.

Commissioner Terry Phillippe: Have a first and a second. All in favor?

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

COUNTY ADMINISTRATOR CONSENT AGENDA

Commissioner Terry Phillippe: Next order of business is our County Administrator.

Heather Soberg: Okay, thank you, Mr. President. The first item under my business is actually, Bobby and I both applied that to the agenda. So, I'll let him speak on that when it's his turn. So, going to the Consent Agenda, we have the County Auditor Claims, Claims Voucher Report dates 07-27-2022 through 08-09-2022. Payroll Voucher from 08-01-2022. We have the Clerk's Monthly Report for June of 2022. A request for road closure for Larry's Automotive and the consensus for the inside demo at the Warrick County Historic Jail. Just need a motion on that.

Commissioner Bob Johnson: Make a motion to approve the County Administrators' Consent Agenda.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: I have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Heather Soberg: Thank you. That's all I have.

(Certified Claims are located on Pages 16 through 18 of these Official Minutes)

(Non-Certified Claims are located on Page 18 of these Official Minutes)

(Payroll is located on Page 18 of these Official Minutes)

(Clerk's Report is located on Page 19 of these Official Minutes)

(Historic Jail Demo is located on Pages 19 through 20 of these Official Minutes)

CENTERPOINT CONTRACT FOR SERVICES EXTENSIONS/VANN LOT

Commissioner Terry Phillippe: Bobby, you want to address the CenterPoint Contract.

Bobby Howard: Yes, we can. This is for the District 1 Storm, Highway/Storm Water Facility, and this is to run three (3) phase electric to get it to the building for service. So, on our service application when discussing with CenterPoint, I believe they came up with looking at how much electricity we generate over a six (6) year period to come up with our refund amount. But, the total to, the total cost to run electricity to us was forty-three thousand one hundred seventy-three dollars and twenty cents (\$43,173.20) less a credit of twenty-four thousand one hundred forty-seven dollars and nineteen cents (\$24,147.19) for a total of nineteen thousand twenty-six dollars and one penny (\$19,026.01). And so, I just ask that we approve that contract so we can get electric service to that facility.

Commissioner Terry Phillippe: Is this just for electrical?

Bobby Howard: This is just to run the electrical service to the facility.

Commissioner Bob Johnson: To the building?

Bobby Howard: To the building.

Commissioner Dan Saylor: This is to get the three (3) phase? Yeah.

Bobby Howard: Yeah.

Commissioner Dan Saylor: Bobby, is that a minimum usage, and if so, over what period of time?

Bobby Howard: This is over a six (6) year period of time, I believe, is how they, they did that. And they used it based off of what we've said the facility will have running in it. I'm hoping it'd be more.

Commissioner Dan Saylor: And if we don't, and if we don't use that electricity or we billed on a pro rata basis?

Bobby Howard: If we don't use that amount?

Commissioner Dan Saylor: Yes, if we don't, so in other words, if we put...

Bobby Howard: If we came in less?

Commissioner Dan Saylor: If we put solar on there and we're not using electricity, what happens?

Bobby Howard: My understanding is that this would still stay the costs that they estimated to install it, is the way she talked to me when we, we discussed it. So, I could, I could wait and see what we use and then ended up maybe having to pay them more. Or I could use their advance lump sum credit to get it down to this price. And she acted like even if it changed after this six (6) year period that, that is our credit. If someone else would happen to tap in, then we could get a payback on it in that six (6) year time period, I think, or five (5) year time period.

Commissioner Terry Phillippe: Sounds like it's based on estimated credit only.

Bobby Howard: Yes. If we did it based off of actual use over a six (6) year timeframe, then if we use less energy than what they estimated here, we would have to pay more later.

Commissioner Dan Saylor: Okay. Okay.

Commissioner Bob Johnson: What's your alternative there? You really don't have one (1).

Bobby Howard: This is no, yeah, there's no, if we want, if we want electrical service.

Commissioner Dan Saylor: There's an alternative, windmill, a big one (1).

Bobby Howard: We tried.

Commissioner Dan Saylor: I make a motion to approve the CenterPoint Contract for three (3) phase service extension.

Commissioner Bob Johnson: I'll second.

Commissioner Terry Phillippe: A first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

(CenterPoint Contract is located on Pages 20 through 21 of these Official Minutes)

PP-22-13

HARMONY HILL CONTINUED

Commissioner Terry Phillippe: Okay, can we go back to Jim now?

Andrew Skinner: Um hum.

Jim Morley, Jr.: Thank you all, Jim Morley, Jr. Thank you all for accommodating me on Harmony Hills. I am, I was pretty sure that Jordan would be okay with that. But, I wanted to ask before obligating him for thirty-nine thousand dollars (\$39,000.00). People are like that. He said he would be fine with that. He did ask, and this would make sense to me, if we could set it up to, for it to be based on, once there are so many houses out there or something. Because if things sits and nobody ever builds out there, then there's not a need for the dust control.

Commissioner Dan Saylor: What about, what about getting halfway, halfway or three-fourths (3/4) or what do you...?

Molly Barnhill: We'll have to do it with however many lots are recorded with a secondary. That's what's going to have to trigger it. How many lots you're gonna record at a time?

Jim Morley, Jr.: So, how about before we can, so, there's fifty-seven (57) lots, right?

Molly Barnhill: Yes.

Jim Morley, Jr.: So, half of fifty-seven (57) would be twenty-eight (28). How about when we record the twenty-ninth (29th) lot, he has to, do you want, you want a check for thirty-nine thousand (\$39,000.00) to the County? That would be fine?

Bobby Howard: Yeah, it would go into the Road Donation Fund for Wesley and Eskew Roads.

Molly Barnhill: How would it go, Bobby?

Bobby Howard: They would bring a check in when they file your secondary for the Road Donation Fund for Wesley and Eskew Roads.

Molly Barnhill: Once they record the 29th lot?

Bobby Howard: If that's the Board's discretion.

Molly Barnhill: So, they, they can do Phase 1 with twenty-eight (28) lots and we're not going to have the thirty-nine thousand (\$39,000.00).

Bobby Howard: Right.

Molly Barnhill: But, as soon as we record any Phase 2, the additional lots...

Bobby Howard: Yes. And the general idea there is that they're kind of higher up on the hill than the road. So, hopefully, the dust would dissipate before it got that far. But, once you come back over the hill, you're down level with the road again. So, I'm willing to agree to half the lots.

Molly Barnhill: Okay.

Jim Morley, Jr.: That's all, if that's alright with you all.

Commissioner Bob Johnson: Well, it's pretty simple. How do you feel about asphalt?

Jim Morley, Jr.: If you thought I got in trouble to come up with thirty-nine (\$39,000.00), I'd really get in trouble with asphalt.

Commissioner Terry Phillippe: I'll entertain a motion.

Commissioner Bob Johnson: I wish I could remember it.

Commissioner Dan Saylor: I make a motion to approve the PP-22-13, Harmony Hills and with the recording of the twenty-nine (29) lot sold that it will trigger the double chip and seal for, what road is it, Bobby?

Bobby Howard: Eskew and Wesley Roads.

Commissioner Dan Saylor: Eskew and Wesley Roads.

Commissioner Bob Johnson: I'll second that motion.

Jim Morley, Jr.: You want, you want, is it thirty-nine thousand (\$39,000.00)? Is that correct, Bobby? The cost?

Commissioner Terry Phillippe: Current cost.

Bobby Howard: It is today.

Jim Morley, Jr.: I just wanted, that it's half the cost or whatever that is.

Bobby Howard: Just say half, half the cost, the cost at the time of, yeah.

Commissioner Bob Johnson: Half the cost.

Commissioner Dan Saylor: Half the cost.

Molly Barnhill: Do I need, and that is a fluctuating, like if the cost goes up and this takes ten (10) years, would that, something you'd be able to correct?

Bobby Howard: It just needs to say half the cost, because then it will be established. Whoever's here ten (10) years from now... PP.

Molly Barnhill: Half the cost.

Commissioner Dan Saylor: The cost could go down.

Commissioner Bob Johnson: Could.

Jim Morley, Jr.: Most prices aren't.

Commissioner Dan Saylor: Yeah.

Commissioner Terry Phillippe: Okay, very good. I have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Jim Morley, Jr.: Thanks, everybody.

Commissioner Dan Saylor: Thank you, Jim.

(PP-22-13 is located on File in the Auditor's Office)

COUNTY ATTORNEY PARKS MASTER PLAN

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

Andrew Skinner: Thank you, Mr. President. First item on the agenda is the mark, Parks Master Plan. This was ARPA funded master plan development. There is a contract between American Structurepoint and the County Commissioners to develop that master plan which would need to be concluded by the end of 2022 and was for forty-seven thousand dollars (\$47,000.00). The contract has been reviewed and is an order as long as it's completed by the end of the year.

Commissioner Terry Phillippe: I'll entertain a motion to approve the Parks Master Plan.

Commissioner Bob Johnson: I'll make that motion.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: First and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Andrew Skinner: Thank you.

(American Structurepoint Parks Master Plan is located on File in the Auditor's Office)

JAIL COMMITTEE ENGAGEMENT AGREEMENT, SAMPLE CALENDAR

Andrew Skinner: The second item, on the calendar is, actually says Jail Committee Engagement Agreement, Sample Calendar. I have, pass them for you actually. You've got this agreement, engagement letter from Barnes and Thornburg, who would serve as Bond Counsel, General Bond Counsel. And, of course, we would serve as Local Bond Counsel under the, under our engagement agreement with the County. So, that engagement letter from Barnes and Thornburg is pretty standard. It's similar to prior engagement letters from Barnes and Thornburg for previous bonds that have been done for the County. Brad Bingham as the local contact with Barnes and Thornburg. We've worked with them lots of times and he's very, very helpful and knowledgeable and will help us walk through the bond issuance portion of that project. The other item that he sent is just a sample calendar for financing, which can be adjusted, of course, as we go through the project. But, it's just to give you an idea as to how long that process might take. If it were to start at any given date, which right now is kind of looking at mid-September, but that could be adjusted. I would ask for your approval of Barnes and Thornburg engagement letter for General Bond Council Financing Calendar we're still working through.

Commissioner Bob Johnson: So moved.

Commissioner Dan Saylor: And adjustments can be made? This is not obligating us? This is just...

Andrew Skinner: Correct. Just a sample.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: Have first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

(Barnes and Thornburg Engagement Agreement is located on Pages 21 through 24 of these Official Minutes)

CLERK REQUEST FOR MEDIA CONVERSION

Andrew Skinner: Thank you. I do have two (2) other items that were mentioned. One (1) is County Clerk, Clerk's Office for request for media conversion. That was sent (inaudible) a few weeks ago and it asked for some funds, twenty-four thousand dollars (\$24,000.00) to convert some marriage licenses that are all on paper to a digital format. We did review that contract. It is with Fiddler who the County has used in other departments as well. And we did ask for one (1) change. They asked for an upfront amount and we said we're not paying any upfront amounts. And they said okay, we'll take that out. So, that is the only change made to the agreement, but otherwise, it's ready to go.

Commissioner Terry Phillippe: Okay. Mrs. Perry, do you have any commentary on your contract?

Clerk Patty Perry: Patty Perry, Warrick County Clerk. Heather just told me to come over here and answer any questions you all might have.

Commissioner Terry Phillippe: Got it.

Clerk Patty Perry: Any questions? I can add just a little background. We're going to be scanning approximately fifty (50) of our marriage books that date back to the early 1800s. Once they're scanned, they'll roll it into a software. We will then download that software. When people call in and they need copies of their marriage license, the ladies will be able to do it from their computers. And we'll be able to discard the marriage books or donate them to the museum.

Commissioner Bob Johnson: Quick question.

Clerk Patty Perry: Sure.

Commissioner Bob Johnson: Where, where all does this go? Does it, we keep it? I just want to make sure it's all safe. It's not just going to be on computers. Is it go to the Cloud, backups?

Clerk Patty Perry: I assume that would go to the Cloud as well. I'd have to talk to Guy on that.

Commissioner Bob Johnson: We can put it there. But then, also, another question that Commissioner Saylor found today was that there is a standard fee of twenty-nine thousand (\$29,000.00), twenty-four thousand (\$24,000.00).

Clerk Patty Perry: Twenty-four (\$24,000.00).

Commissioner Bob Johnson: And then there's an item in the contract that states that they charge an extra dollar (\$1.00) per page for something beyond that. I wanted some explanation on that, please.

Clerk Patty Perry: That's if they index it. And they're not going to index it. All they're going to do is scan it. We in turn will index it, the ladies in our office.

Commissioner Bob Johnson: Okay.

Commissioner Dan Saylor: Okay. How many documents do you think there are, Patty?

Clerk Patty Perry: Well, between fifty (50) and sixty (60) books. I don't know if you've ever been in our back room. I'd say there's probably five hundred (500) pages or more in each book. Each, I should have brought a sample, each book has, of course, you know, the books are this big, yay thick. You have the bride's name on one (1) side; the groom's name on the other side, along with all their information, date of birth, the bride's maiden name.

Commissioner Terry Phillippe: I guess that was my question. What's, what's a document? Because I believe it says one dollar (\$1.00) per document, right? Is it book a document or is a page?

Commissioner Dan Saylor: I would think a scan.

Commissioner Bob Johnson: It said per page or something.

Commissioner Dan Saylor: Yeah, I think it, I think it says per doc, I mean, Andrew, I have your copy.

Clerk Patty Perry: They're only indexing now.

Commissioner Dan Saylor: Heather, you have any more copies of that with you? No, I know, with you.

Heather Soberg: No, just mine.

Commissioner Dan Saylor: Can I see that for a second?

Andrew Skinner: That's just for indexing.

Commissioner Terry Phillippe: Just for indexing.

Commissioner Dan Saylor: So indexing would mean each document. That's the way I was taking it.

Commissioner Terry Phillippe: But, we're not doing that.

Clerk Patty Perry: They're not doing that.

Commissioner Dan Saylor: They're not doing that.

Andrew Skinner: Twenty-four thousand (\$24,000.00) covers scan, capture, crop, order removal of the images, and then it was book and page location index. So, are they, is nine hundred seventy-one dollars (\$971.00). And then the project management support or import is twenty-nine hundred dollars (\$2,900.00).

Commissioner Dan Saylor: They're just, they're just telling you what, what, they're going to create an index for what book that document's in and what page.

Clerk Patty Perry: Yes, Sir.

Commissioner Dan Saylor: So, that's what that nine hundred seventy-one dollars (\$971.00), that would make sense. Because I was going to ask you that if there's thousands of documents, can we do that internally? But, it sounds like we're going to be indexing internally, so that's going to save, save some costs. I guess that was my...

Andrew Skinner: The front twenty-four thousand four hundred ninety-one dollar and seven cents (\$24,491.07) is on the same page, Dan, above indexing and matches up with just this scan marriage records pricing.

Commissioner Dan Saylor: That's what I'm looking at right here.

Andrew Skinner: So, these options that could have done, but chose not to.

Commissioner Bob Johnson: Patty, is that the final cost? Nothing attached to it for like software packages or upkeep or maintenance?

Clerk Patty Perry: No, Sir. No, Sir.

Commissioner Dan Saylor: So, so how, so how is a person going to index that. There has to be a program involved?

Clerk Patty Perry: There will be.

Commissioner Dan Saylor: Okay, so that...

Clerk Patty Perry: Software.

Commissioner Dan Saylor: So, that Apex program, is that part of the cost then?

Clerk Patty Perry: It is. It's not an additional cost. That, I would like to add that Kim Kelley, my Chief Deputy, she has worked with Fidar. She has a lot of confidence in them. And they also did a lot of work in the Recorder's Office, which is how she made contact. And she was very pleased with their work product.

Commissioner Dan Saylor: So, so, Patty, just so I'm clear, and I just want to make sure we're, we're clear. I'm clear, we're clear. So, it says here on the Apex Program, which I'm assuming you're going to be utilizing the Apex Program...

Clerk Patty Perry: Which page are you looking at Mr. Saylor?

Commissioner Dan Saylor: Four (4), page four (4). It says software annual payments of seventy-five hundred (\$7,500.00). So, I just want to make you aware that I'm reading that as, you know, that's got to be in your budget, an additional seventy-five hundred (\$7,500.00). And then services, initial one-time payment of three thousand (\$3,000.00). So, there's an annual cost of seventy-five hundred dollars (\$7,500.00) here. I guess the question I want to ask, if somebody retrieves one (1) of those records is there, do they have to pay for that like they do and the...?

Unknown Female: Recorder's.

Commissioner Dan Saylor: Recorder's Office?

Clerk Patty Perry: No.

Commissioner Dan Saylor: There's no cost to that?

Clerk Patty Perry: Now, they will pay for more, the cost for us to print the document off. And if they want it certified, they'll pay for it.

Commissioner Dan Saylor: So, there's a way to get this seventy-five hundred dollar (\$7,500.00) cost back?

Clerk Patty Perry: Yes.

Commissioner Dan Saylor: Okay, recoup, I should say.

Clerk Patty Perry: Yes.

Commissioner Dan Saylor: Okay, some of that cost. Because, obviously, it's being done for convenience.

Clerk Patty Perry: Correct.

Commissioner Dan Saylor: And so, okay.

Clerk Patty Perry: And they're big books. The ladies can hardly, they are very difficult to maneuver. We would eventually like to get all of our books scanned.

Commissioner Dan Saylor: So, I guess, Andrew, I mean, I just don't like having this in here. I mean, I'd rather have it struck from the agreement. If it's not going to be there. In other words, I don't want forty (40), forty thousand (40,000) documents scanned and we get a bill for forty thousand dollars (\$40,000.00). You know what I mean?

Andrew Skinner: It is a little confusing whether or not...

Commissioner Dan Saylor: Exactly.

Andrew Skinner: If the front, first agreement, page five (5) shows total investment of twenty-four thousand four hundred ninety-one dollars and seven cents (\$24,491.07).

Commissioner Dan Saylor: Right, but then it goes back here, seven thousand dollars (\$7,000.00) annual.

Andrew Skinner: But, back here you look at it, is that included? Or is that separate along with this Condor Indexing?

Commissioner Dan Saylor: But see, this is this is the program. That's the program part of it. This is the, this is the scan, capture, imaging process. This is all the labor of doing all that. This is the ongoing. This is the outright program. Right? Is that the way...?

Andrew Skinner: It appears so.

Commissioner Dan Saylor: I just want to make sure we know what we're agreeing to. That's all.

Clerk Patty Perry: I, you know, I'm going to bring up, I know that we sent it to our County Attorney for review. I thought that we were okay with it. But, maybe we ought to table it. Let the County Attorney review it before we go any further with it.

Andrew Skinner: The terms of the contract are fine. I guess we just need to know what, what is being paid.

Commissioner Dan Saylor: Yeah, and that's all, Patty. I just wanted to make sure that, hey, we were agreeing to the contract for twenty-four thousand four hundred ninety-one dollars and seven cents (\$24,491.07.) And then understanding that, we also are agreeing to a seventy-five hundred dollar (\$7,500.00) annual payment for the program. So, you're doing, you're doing the scan and capture which is going to be twenty-four (24), twenty-four thousand four hundred ninety-one dollars and seven cents (\$24,491.07). And then it looks like, because that that's the figure that's up here, then it looks like if you're going to take advantage of their program, then it's going to be an annual payment of seventy-five hundred (\$7,500.00). I would think that would start the first day of the next year, whatever that is. I mean calendar, you know, twelve (12) months from now, right? Or if it is prorated, that I don't know. And then the one-time payment of the three thousand dollars (\$3,000.00), the installation and configuration of APEX, the workflow analyst project management services and training on the use of Apex. So, I take that as somebody's gonna come into your office and maybe train your Chief Deputy or someone.

Clerk Patty Perry: Um hum.

Commissioner Dan Saylor: Okay.

Clerk Patty Perry: And myself.

Commissioner Dan Saylor: Just as long as you're, I mean, everybody good with that. Cause we had some questions on it.

Clerk Patty Perry: Sure.

Commissioner Dan Saylor: So, I guess I'm speaking for the other two (2) Commissioners too.

Clerk Patty Perry: Absolutely.

Commissioner Dan Saylor: Because we talked about it. Bob, you feel good?

Commissioner Bob Johnson: I'm good with it.

Commissioner Dan Saylor: Um...

Andrew Skinner: Are you wanting to go back and verify these pricings?

Clerk Patty Perry: I would like to.

Commissioner Dan Saylor: Yeah, I just, I just don't want to leave that opened up. That needs to be, either we got documents. If we're not taking advantage of that, then I want it struck from the agreement

Commissioner Bob Johnson: Or change the, change the agreement to suit us.

Commissioner Dan Saylor: Well, yeah, strike it. Saying this has to be approved by the Clerk. You know, just don't leave that open. You know, I mean, I mean how many documents are there? Could be fifty thousand (50,000). We give a check for fifty thousand dollars (\$50,000.00) and we don't have any recourse.

Andrew Skinner: Yeah, we can find out...

Commissioner Dan Saylor: Right. Fix it.

Andrew Skinner: About this. Since it's a pricing term, which is an essential part of this contract, let's get that ironed out before we make a motion on it.

Commissioner Bob Johnson: Sure. So...so we want to table it?

Andrew Skinner: Yeah.

Commissioner Dan Saylor: To the 22nd?

Clerk Patty Perry: And Andrew, which page are you referring to so I can circle it?

Andrew Skinner: I've got two (2) different stapled parts here. The second part is only four (4), only five (5) pages long. Page four (4) of it. On the front it says Official Records Proposal.

Clerk Patty Perry: Mine doesn't say that.

Andrew Skinner: Yeah, so trying to figure out these three (3) parts here.

Clerk Patty Perry: My contract doesn't say that. So...

Andrew Skinner: This was their proposal. It looks like this is the conversion agreement. So, is that, did they take all that out? Here they talked about Condor Indexing, but nothing's checked.

Clerk Patty Perry: Right. I'll ask Heather if I can get a copy of this.

Andrew Skinner: Yeah, yeah.

Clerk Patty Perry: Thank you.

Commissioner Dan Saylor: I make a motion to table to the, our August 22, 2022 meeting.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: I have first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Commissioner Dan Saylor: Thank you, Patty.

Clerk Patty Perry: No, thank you.

ALPHA LASER LEASE AGREEMENT FOR PARKS DEPARTMENT

Andrew Skinner: The last item, I just want to bring to your attention, was Alpha Laser adding a copy machine with the Parks Department. That would be added to your master contract with Alpha Laser, but does come with, every copier comes with its own individual lease agreement. So this lease agreement, just like all the other copying machines, and would be in order for your signature today if you wanted to add that copier to your master contract with Alpha Laser.

Commissioner Dan Saylor: Make a motion to approve the Alpha Laser agreement for Parks Department.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: Have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Andrew Skinner: That's all I have, Commissioners.

Commissioner Terry Phillippe: Thank you.

(Alpha Laser Agreement is located on File in the Auditor's Office)

COUNTY ENGINEER/HIGHWAY APPROVAL OF REQUEST TO APPLY FOR HIGHWAY DEPARTMENT PERSONNEL VEHICLES FOR EMERGENCY VEHICLE DESIGNATION

Commissioner Terry Phillippe: Next order of business is our County Engineer/Highway Superintendent.

Bobby Howard: Yes, the first item we already covered. So, the second item I have is, a little earlier in the year, a couple of vehicles were declared emergency vehicle designation and it was stated they were used in an emergency situations such as tornadoes, straight line wind damage, high water conditions, cutting and removing trees. And that's all, everything that the Highway Department vehicles do. So, I also have requested these five (5) vehicles for the

Engineer, Assistant Engineer, and the three (3) Foreman to be approved and request the letter for activation of emergency vehicle designations as well.

Commissioner Dan Saylor: Well, I know when strong winds came through the other day, they were calling our Highway Department pretty quick. So, and I've actually helped them out on Frame Road a little bit. So they're, they're definitely out in emergencies. So...

Commissioner Terry Phillippe: Is that motion?

Commissioner Dan Saylor: I'll make that motion. Yeah, sure.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: Have a first, I have a motion and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

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

Commissioner Terry Phillippe: Thank you.

(Emergency Vehicle Designation Letter is located on File in the Auditor's Office)

**COUNTY GRANTS DEVELOPMENT
ARPA UPDATE
GAZEBO FOR THE COURTHOUSE LAWN**

Commissioner Terry Phillippe: Let's see here, next order of business is County Grants Development Department, ARPA Update. Sherrie Sievers filling in for Debbie Bennett Stearsman.

Sherrie Sievers: Sherrie Sievers, Acquisitions Administrator filling in for Debbie Bennett Stearsman this evening. Just an update, pardon me, on the ARPA. We're continuing to take applications through September 2, 2022. And once those are in, then the core group will meet again for review. As of today, we've received one (1) county and six (6) competitive. One (1) thing that was left off of the last meeting was, this is not a new application. This was, for whatever reason, was mistakenly left out of the last meeting and it is the competitive application that Boonville NOW had put in for the gazebo for eighty-four thousand nine hundred seventy-nine dollars and fifty cents (\$84,979.50) to be placed on the Historic Courthouse Lawn. And the core group did approve it to move on to the Commissioners. The gazebo will be much like the gazebo at Johnson Park. I believe that gazebo at Johnson Park is twenty (20) by twenty (20). This particular gazebo would be sixteen (16) by sixteen (16). So, just a little bit smaller, but it will have a nine (9) foot ceiling. So, that will be a little bit higher than what is currently at Johnson Park. And it will be all custom made and I think the Commissioners have all seen the diagrams of it.

Commissioner Dan Saylor: So, Sherrie, a little bit, just, I guess for the audience and people online. You know, this is something that's not new, that we've been looking at something like this for the past several years. We've tried to get corporate people to sign up to pay this, pay for this, to build this for us with no avail. So, you know, I appreciate, you know, some grant money being used for this and Boonville NOW taking, taking this on, and doing it. Because I think it'd be a great addition for the community and the, this is a high traffic area where a lot of people come to this building and to see the War Memorial and that kind of thing that will give people just a place to sit and enjoy the property.

Sherrie Sievers: That is correct, Commissioner Saylor. And actually, this really kind of goes back. I did quite a bit of research on it, and it actually goes back to whenever Pam Hendrickson was in office when we did that Downtown Revitalization Plan. And almost everything on that plan has been completed. And this would complete that entire project for the revitalization of downtown Boonville.

Commissioner Terry Phillippe: Great.

Commissioner Dan Saylor: Never knew. That's very interesting.

Commissioner Terry Phillippe: Yeah. Great collaboration. I'll entertain a motion.

Commissioner Dan Saylor: So, are we approving the whole thing or just the bid?

Sherrie Sievers: The entire amount of eighty-four thousand nine-seventy-nine-fifty (\$84,979.50).

Commissioner Dan Saylor: Okay, just not everything on this list.

Sherrie Sievers: Everything else has been approved. This just mistakenly got left off at the last meeting.

Commissioner Dan Saylor: I'm sorry. I'm so dense today. It's been a long meeting day. I make a motion to approve the Boonville NOW gazebo for eighty-four thousand nine hundred seventy-nine dollars and fifty cents (\$84,979.50).

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: Have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. Motion carries three, zero (3-0). That's all? Thank you.

Sherrie Sievers: Thank you, Commissioners.

COMMISSIONER ITEMS FOR DISCUSSION **DISCUSSION OF CLAIMS FROM THE HEALTH DEPARTMENT**

Commissioner Terry Phillippe: Okay, Commissioners, anything for discussion on anything?

Commissioner Dan Saylor: I have nothing.

Commissioner Terry Phillippe: I've got one (1) thing. Counsel, I have three (3) claims for contractual payments here from our Health Department that are not on our Consent Agenda set of claims. So, in the interest of getting these folks paid, what do we need to do?

Andrew Skinner: These are independent contractor, monthly...?

Commissioner Terry Phillippe: Yes.

Andrew Skinner: The County's contractually obligated to pay them. Do you know why they are not on the list? Just because they're missing a document, or what?

Commissioner Terry Phillippe: It says itemized receipt not attached to all three (3)? I don't know what your definition of itemized is, but...

Andrew Skinner: I'm not sure what the, yeah, I don't know what the reason...? Looks like there's days and hours, but in terms of your question, I think it's a motion to pay these despite not having certified yet. They are contractually, the County's contractually obligated to pay these services as long as they've been provided. And if the Health Department Officer says they've been provided...

Commissioner Bob Johnson: I make a motion to pay the people.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: I have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. Motion carries three, zero (3-0). Anything else?

Commissioner Bob Johnson: Nope.

Commissioner Terry Phillippe: Entertain one (1) more motion.

Commissioner Dan Saylor: Make a motion to adjourn.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: Have a first and a second. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:46 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILIPPE, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

DAN SAYLOR, MEMBER

ATTEST: DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

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

CERTIFICATE OF COMPLIANCE
Plan and Specifications for Stormwater Detention PP-22-12

Submission Date: July 5, 2022
Probable Start Construction: August 10, 2022
Probable Finish Construction: August 10, 2022
Project Location: Located on the north side of Yarn Road, approximately 7000 feet east of the
Yarn Road and Forest Drive Intersection.

Describe in detail type of street construction:
No streets will be constructed during this project.

Name of Street:	No. of Linear Ft.:	Est. Cost of Construction:
		\$
		\$
10% Contingency		\$
TOTAL:		\$

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

Total Estimated Cost of Street Construction is \$ 0.00
Total Estimated Cost of Storm Sewer and Detention Construction is \$ 11,323.40

FILED
JUL 05 2022
WARRICK COUNTY

COPY

RECEIVED

MAY 18 2022
WARRICK CO. AUDITOR

MONTHLY REPORT - CLERK OF WARRICK COUNTY CIRCUIT & SUPERIOR COURTS Form WARRICK COUNTY

Month End:	Apr 2022	Required by IC 35-17-2-9	Warrick County
1 CHARGES (Daily District Record and DEETS Daily District Book)	100,007.04		
2 Fees	62,000.00		
3 Fees payable to city or town	0.00		
4 Other funds	2,047,002.02		
5 Other funds	4,318.00		
6 Judgment Collections & Refunds	100.00		
7 Cash on Hand	0.00		
8 Other	0.00		
9 TOTAL CHARGES	2,389,404.04		
10 CHARGES (Daily Balance Record and DEETS Daily District Book)			
11 Warrick Odysey Bank Account	2,267,025.00		
12 Bank	0.00		
13 Bank	0.00		
14 Bank	0.00		
15 Bank	0.00		
16 Subtotal	2,267,025.00		
17 DEETS Monthly Clerk's Support Record (46) (lines 12 thru 15)	1,470.00		
18 TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS LINES 16 - 17	2,268,495.00		
19 Cash in office at close of business last day of month	0.00		
20 TOTAL	2,268,495.00		
21 Cash Loan (Check) / Short (Add)	0.00		
22 MISDP (line 19)	2,389,404.04		
23 DEPOSITORY RECONCILEMENT			
24 Balance per Statement(s)	2,324,003.72		
25 Subtotal Depository Balances	2,324,003.72		
26 Depository Balances	76,002.00		
27 Net depository balance	2,247,999.00		
28 Deposits in transit	12,071.07		
29 Bank fees	0.00		
30 MISB RECONCILING ITEMS	-2,505.00		
31 MISB RECONCILING ITEMS ACCOUNT	0.00		
32 Participant reconciliations (short)	0.00		
33 Balance in all depositories (line 19)	2,259,564.02		
34 Proof	0.00		
35	2,259,564.02		

Clerk of Warrick County Circuit & Superior Courts

D. Williams

1: Clerk: Retain WHITE copy, file a copy with Auditor.

2: Auditor: File CANARY copy with County Board of Finance. Transmit GOLDENROD copy to State Board of Accounts.

FILED
MAY 18 2022

WARRICK CO. AUDITOR

Ralph Simpson Services
6019 Peacock Ct
Evansville, IN 47715

COPY

Job Quote
Date: 7/6/2022
Quote #: 062222001

Name / Address
Boonville Now
Boonville, IN 47601

Description	Qty	Rate	Project
Demo - Hysteria Jail in Boonville - remove all trash and debris and junk from building. Remove an separate all metal, junk, remove paneling, drop ceilings, loose cabinets, and inoperable appliances per county direction	4,562	3.50	Total
Boonville Now has agreed to pay \$13,614.52 leaving a balance due of \$24,323.48 which the Board of Commissioners have agreed to pay.			
Approved by Warrick County Commissioners Accepted Date: 7-7-2022			
By: <i>[Signature]</i> Wesley Phillippe, President			
Saw to Sure 8-5-2022 @ 2:59 PM			Total
			\$15,967.00

COPY CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT, made and entered into at Boonville, Indiana, as of the 7th day of July, 2022, by and between Warrick County, Indiana, by and through the Board of Commissioners (the "County"), and Ralph Simpson Services ("Contractor"), is made in witness whereof the mutual covenants herein contained, and other good and valuable consideration, is as follows:

- Retaining Services of Contractor.** The County hereby retains Contractor to perform those services specifically described on Exhibit A (the "Services"). Contractor shall be responsible for, supervise, and be in full control of the work to be performed. Contractor shall not be responsible for the cost of any materials necessary to accomplish the Services, not to exceed the quoted cost of services without prior written consent of County.
- Consideration.** The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor hereunder, that amount which is set forth on Exhibit A. Contractor shall not be entitled to any of the fringe benefits now hereafter provided by the County. It is being understood that the consideration specified in this Paragraph 2 constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. The County shall not withhold from any sums payable to Contractor, any local, state, or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
- Term and Termination.** This Agreement shall commence as of 7th day of July 2022 notwithstanding the date first written above, and shall continue until such time as the Services performed by Contractor are complete in their entirety to the satisfaction of the County. In case of incompetency in the performance of any portion of the Services, or in the event of a breach by Contractor of any of the provisions of this Agreement, the County shall have the right to terminate this Agreement and all obligations hereunder at any time of its choosing. Nothing in this Agreement shall limit any other remedy available to County under Indiana law.
- Compliance with Laws and Regulations.** Contractor agrees that the Services shall be conducted in full compliance with any and all applicable Federal, State, and local laws, regulations, orders, decrees, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.
- Liability for Injuries or Damages to Person or Property.** Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.
- Insurance and Indemnification.** Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, worker's compensation insurance and automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, the cost of defense, damages, and attorney's fees. The Contractor's obligation to indemnify the County, as provided hereinbelow, but maintenance of such insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for his or her successors, assigns, agents, and representatives, shall be held harmless, asserted, and without limit, against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on

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Page 3 of 3

SECTION 3. IT IS MUTUALLY AGREED:

- (a) That the customer shall be effective from the date first above written and shall continue in effect for a period of six (6) years from the date the COMPANY commences the work specified in SECTIONS 1 (c) and/or (b), or six (6) years from whichever comes first.
- (b) The COMPANY reserves the right to build extensions from the above described electric line and gas main extensions and shall not be required to make any refund on account of business secured on said additional extensions.
- (c) That in the event the COMPANY is prevented from installing the service lines and furnishing the electric and gas service as required by the applicable codes, rules and regulations, including but not restricted to acts of God, acts of Government, laws or regulations of any governing body, strikes, embargoes, fire, flood, war, terrorism, shortages of materials, or right-of-way delays, the COMPANY shall not be liable for any delay or failure to perform occasioned thereby and such delay or failure shall not be deemed to constitute a breach of this Agreement by the COMPANY.
- (d) That so much of the sum specified in SECTIONS 1 (c) (3) and (d) (3) as being subject to refund, which shall not have been returned to the CUSTOMER for additional premises connected to the electric line and gas main extensions within a period of six (6) months after the date of completion of the work specified in SECTIONS 1 (c) (3) and (d) (3) in no event shall the amount of refund by the COMPANY exceed the amount specified in SECTIONS 1 (c) (3) and (d) (3) as being subject to refund.
- (e) That this Agreement shall not be binding upon the COMPANY until approved by one of its executive officers.
- (f) The terms and provisions of this Agreement are subject to rules and regulations issued, or filed with and approved, by the Indiana Utility Regulatory Commission, and all such rules and regulations, as amended from time to time, shall be deemed a part of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and date first above written.

Southern Indiana Gas and Electric Company d/b/a

CenterPoint Energy Indiana South

Authorized by:

Richard Leger

CenterPoint Energy Signature

Richard Leger

Name & Title (Printed or Typed)

Customer's Name

[Signature]

Customer's Signature

Tecora Phillips, President

Name & Title (Printed or Typed)



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Board of Commissioners of
Warrick County, Indiana
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Boonville, IN 47601

11 St. Matthews Street
Indianapolis, IN 46204-3535 U.S.A.
3171 536-1313
Fax: (317) 251-7433
www.btlaw.com

August 5, 2022

Re: Engagement Letter for Bond Counsel Services – Warrick County Jail Project

Dear Board of Commissioners:

The purpose of this letter is to set forth the terms and conditions under which our Firm will serve as bond counsel to the Board of Commissioners (the "Board"), in connection with the proposed issuance of one or more series of Bonds (collectively, the "Bonds") by the County or by a non-profit building corporation established by the County for the purpose of financing capital projects for and on behalf of the County (collectively, the "Building Corporation"). It is our understanding that the proceeds of the Bonds will be used to finance the construction, renovation, and improvement of the County Jail, together with related capital acquisition, construction, equipping and improvement of a new county jail, community corrections in the County, all to be used for the purposes of providing incarceration, community corrections or other law enforcement or criminal justice services by the County (the issuance of the Bonds will be subject to the approval of the Board of Commissioners and the Municipal and Municipal Advisors, LLC (the "Municipal Advisor"), will be serving as the registered municipal advisor for the County and the Building Corporation in the Transaction.

I am enclosing our Standard Terms of Engagement for Legal Services setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the County, and not any of its officials, officers, employees or other affiliates. You have agreed that our representation of the County in this matter will not be deemed to constitute an offer of legal services to any individual, entity, or other person or affiliate of the County. You have also agreed that, during the course of our representation of the County in this matter, our Firm will not be given any confidential information regarding any official, officer, employee or other affiliate of the County. Accordingly, our Firm's representation of the County in this matter will

Board of Commissioners of
Warrick County, Indiana
August 5, 2022
Page 2



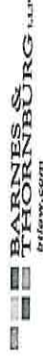
not give rise to any conflict of interest in the event other clients of our Firm are adverse to any official, officer, employee or other affiliate of the County.

Scope of Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the County and the Building Corporation, and not any other party to the transaction. It is our understanding that the County and Building Corporation have retained our Firm as bond counsel to the County and Building Corporation, and that other parties to the Transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction. As bond counsel, we will provide the following services as and when requested by the County:

1. Meet with and assist County officials, its general counsel and the Municipal Advisor in structuring the Transaction, and provide the County and the Building Corporation officials with details of using certain structures and the legal requirements associated therewith.
2. Prepare the basic documentation for the Transaction, including timetables of key events, bond certificates, affidavits, notices, resolutions and certifications related thereto.
3. Assist the County and Building Corporation officials in preparing for and attending required hearings at the local level, including any preliminary determination public hearings, lease public hearings and additional appropriation public hearings.
4. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
5. Attend any meetings of the Board, the County Council and/or the board of directors of the Building Corporation, as requested by the County officials or its general counsel.
6. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.
7. If a disclosure document will be used in connection with the sale of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds and the legal documents pursuant to which the Bonds are issued, (ii) the nature of the underlying project, and (iii) our opinion.
8. If applicable to the Transaction, we will assist the County and its general counsel with all matters in connection with the petition-remittance or referendum process required under Indiana Code 6-1.1-20 for the Transaction, including the preparation of the form of the petition and the certification to be executed by the County officials in connection with this process.

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Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion with respect to each of the Bonds, enforceable against such issuer in accordance with their terms and the structure of the Transaction, the interest on the Bonds is excludable from gross income for federal income tax purposes, with certain limitations in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

Each opinion will be executed and delivered by us in written form on the date the respective series of Bonds are exchanged for their purchase price (each, a "Closing") and will be based on facts and law certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the final series of Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction. Specifically, but without implied limitation, we do not represent or warrant that we have performed any due diligence with respect to the Building Corporation or any other party concerning any actions necessary to ensure that interest on any series of the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not provide the following services in connection with the Transaction:

- 1. We will not review the financial condition of the County or the Building Corporation, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds, or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. We represent only, as set forth above, we will not assume or undertake responsibility for the preparation of any of the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
3. We will not provide any other services not specifically set forth above.

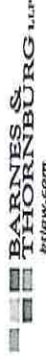
Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other firm lawyers. In an effort to effect greater efficiencies and to reduce total fees, I may also assign portions of the work to be done to other firm lawyers who are located in the areas of (1) filing certain documents, such as the UCC filing statements, with certain state and local agencies and (2) compiling the executed documents for the transcript.

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the County and the Building Corporation will primarily look for providing financial advice on the Transaction. In connection with the Transaction, we are not providing any financial advice to the County or the Building Corporation as a financial advisor or financial expert regarding the issuance of municipal securities, municipal financial products, and (b) are not subject to the fiduciary duty imposed on independent

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registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees and Charges

Our fees in the Transaction will be based primarily on the hours actually worked by each lawyer and legal assistant and the type of work involved that are in effect at the time you are billed for the work. Generally speaking, our billing rates vary in accordance with the experience and seniority of the lawyers and legal assistants performing the services. Our billing rates are adjusted annually, typically in January, to reflect changes in the market. The amount of our fees will depend on the scope of the financing, how the Bonds will be marketed, and any related issues that may arise. We can provide you with an accurate estimate of our fees. In any event, we will provide a firm figure of our fees prior to the date of sale of the Bonds.

In addition to our fees, we will be entitled to payment of other charges, such as photocopy charges, express mail service, travel, publication costs of all legal notices in the local newspapers, etc. Such additional charges typically do not exceed \$1,000 per series of Bonds.

Our fees and charges for the performance of our services as bond counsel for each series of Bonds are usually paid at the Closing out of the proceeds of such series of Bonds, and we customarily do not submit any statement until the Closing, unless there is a substantial delay in completing the Transaction. If termination is abandoned, we will submit a statement of our fees and charges to the time of the abandonment. The amount of our fees and charges will vary depending on the scope of the financing worked by each lawyer and legal assistant involved in this matter.

Waiver of Certain Potential Conflicts of Interest

Before our firm agrees to represent you, we believe that it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of our relationship. As you are aware we have more than 500 lawyers representing thousands of clients in various states, so it is foreseeable that there may be conflicts of interest that arise in the course of our relationship. You may be required to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters.

You should know that Rule 1.7 of the Rules of Professional Conduct governing lawyers generally prohibits a lawyer from representing one client in a matter directly adverse to another client unless the lawyer obtains the informed consent confirmed in writing. Similarly, if one lawyer in a firm has a conflict under this rule, all lawyers in the firm are deemed to have the conflict. We will not accept your consent and acknowledge that our representation of you in this and other matters on which you engage us from time to time will not disqualify the firm from representing other clients in unrelated matters adverse to you. We will not disqualify the firm from representing other clients in unrelated matters in which the representation of such clients may be or become directly adverse to your interests. For example, such representations may include:

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- advising our other clients regarding the existence, scope or validity of your rights in real, personal or intellectual property;
• advising our other clients regarding the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
• advising our other clients in connection with contractual or transactional negotiations and preparing contracts or other legal documents to which you will be a party or that may affect your rights or obligations, including, but not limited to, obligations or securities issued by the County or the Building Corporation;
• advising our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against our other clients, and defenses to such claims; and
• advising and representing our other clients in the resolution of disputes with you that may be or become directly adverse to your interests, including, but not limited to, the prosecution of claims our other clients may assert against you, including mediated proceedings, arbitrations or proceedings in any court.

You should bear in mind that this consent would also allow us to take on unrelated representations matters, transactions or disputes that we are handling on your behalf. We do confirm, however, that foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment. Accordingly, we may from time to time, in order to avoid any risk of misuse of your confidential information, implement procedures to screen lawyers handling matters for other clients that are directly adverse to your interests from confidential information you have shared with us.

Of course, loyalty and independent judgment are essential elements of the lawyer-client relationship. You should consider whether this arrangement might impair the vigor with which the firm represents you, whether our representation of clients adversely to you is likely to place the firm in a position where you may be required to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters. You should consider whether this arrangement might impair the vigor with which the firm represents you, whether our representation of clients adversely to you is likely to place the firm in a position where you may be required to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters. We do not believe that our Firm's role in unrelated representations adverse to you will have any material adverse effect on our representation of you in matters on which you engage us. Indeed, were we to conclude that undertaking an unrelated adverse representation would materially impair our representation of you in ongoing matters, we would not undertake the representation. These matters with independent counsel.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has

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