

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION

COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
August 9, 2021  
4:00 P.M.

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

Chief Deputy Auditor BJ Farrell 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 RELEASE SURETY  
COMMERCIAL ENTRANCE C-2020-052**

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

**Molly Barnhill:** Our first item is a Request to Release Surety, Commercial Entrance C-2020-052. It's by Phenix Specialty Films, LLC. We're holding twelve thousand eight hundred fifty-six and eight cents (\$12,856.08) in escrow for entrance construction at 11600 Noble Chapel Road. They've had one (1) year and the surety expires August 5, 2020. The County Engineer has signed off on the request.

**Commissioner Phillippe:** Everything's good, Bobby?

**Bobby Howard:** Yeah, the driveway has been constructed. Recommend release of the surety.

**Commissioner Phillippe:** Very good. Anyone like to make a motion?

**Commissioner Saylor:** Make a motion to approve the release of the surety.

**Commissioner Johnson:** Second.

**Commissioner Phillippe:** First and second. All in favor?

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

*(C-2020-052 is located on Page 18 of these Official Minutes)*

**STREET CONSTRUCTION PLANS  
PP-21-09 VILLAS OF OAK GROVE PUD**

**Molly Barnhill:** We have several Street Construction Plans. First one's PP-21-09. It's the Villas of Oak Grove PUD. The petitioner/owner is 2400 Green River Investments, LLC by Chris Combs, Managing Member. It's twenty-two point twenty-six (22.26) acres located on the south side of Oak Grove Road approximately sixteen-fifty (1,650) feet west of the intersection of Oak Grove Road and Libbert Road. It's Ohio Township, 21-6-9, complete legal's on file. This was advertised in the Standard on July 29, 2021.

**Glen Meritt:** Glen Meritt with Cash Wagner, Engineer on the project. Same development that came before you at Drainage Board earlier. Be happy to answer any questions that you guys may have.

**Commissioner Phillippe:** I don't have any. Does anybody have any questions? Bobby? Good here?

**Bobby Howard:** The street construction plans meet the conditions of the Ordinance and recommend approval.

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

**Roger Emmons:** This one (1) right here?

**Molly Barnhill:** Yes, (inaudible).

**Commissioner Saylor:** You say, Bobby, this does meet everything?

**Bobby Howard:** Yes, Sir.

**Commissioner Saylor:** Did you look at that retention basin?

**Bobby Howard:** Yes, Sir. We've had them add some extra features to the base number one (1), I believe it is.

**Glen Meritt:** Yeah, the one (1) in the middle, it's surrounded by units...

**Bobby Howard:** In case there's any types of blockages for the main outlet pipe. They've added a secondary, and actually kind of another failsafe, if the secondary gets....so....

**Glen Merritt:** (Inaudible), yeah.

**Commissioner Saylor:** So, so, Glen, so these lots go halfway into that retention basin. So each, am I right to assume each individual owner...

**Glen Merritt:** Basically be responsible for their back yard, yeah.

**Commissioner Saylor:** Okay.

**Glen Merritt:** I mean, it's completely surrounded by condos on all four (4) sides or town homes.

**Commissioner Johnson:** So, each individual home will own part of that lake or basin?

**Glen Merritt:** Well, yeah, because they are going to sell them as individual lots, so yes. This is going to be, it's just like a residential subdivision. They're not condos. I'm assuming they'll have a, probably have some sort of homeowners' association, but, I mean it could maintain that lake, but I'm assuming that it right there in those people's back yards that they're probably going to maintain each individual lot.

**Commissioner Saylor:** So, for example, this Lot 84, is that going to be, is that going to be a one (1) residential place or is that going to be a four (4) unit place. I mean just any of these?

**Glen Merritt:** A lot is one (1) unit.

**Commissioner Saylor:** One (1) lot's one (1) unit. Okay.

**Glen Merritt:** Yeah.

**Commissioner Saylor:** Got it.

**Glen Merritt:** Those lot lines go down common (inaudible) in that multiplex building.

**Commissioner Saylor:** I need to get my quad-focals on to read some of this type.

**Glen Merritt:** Yeah, it's a little hard to read on eleven (11) (inaudible).

**Commissioner Phillippe:** Is there anything written in the plan that kind of outlines how they would all maintain each of their lines along the water so that they're maintained congruently.

**Glen Merritt:** I mean it's the same thing that they talked about at Drainage, there's notes, there a note that goes on the plat who's responsible for it. That Warrick County's not responsible. It's individual lot owners will be responsible for the maintenance. It's standard language.

**Commissioner Phillippe:** (Inaudible) I know...

**Glen Merritt:** What's that?

**Commissioner Phillippe:** Not necessarily the answer you have, but who tells them that?

**Glen Merritt:** Who tells them that? That's a good question. I mean I'm sure there's covenants and restrictions as well within the development. And each one (1) of those is different. The developer sets that up. I don't get involved with that part of it. I'm sure there's something along those lines detailing that out as well. But, you know, other than that, it would be the plat that would call that out. You think that would be...

**Commissioner Phillippe:** Understood. Education piece.

**Commissioner Saylor:** You sign, you sign I don't know how many papers when you buy a house or a piece of property. But, you don't sign what you're responsible for. Right, Counselor?

**Todd Glass:** That's correct, but they run with the land and they're responsible to know what they're responsible for.

**Commissioner Saylor:** That's what you call surprise, surprise.

**Commissioner Johnson:** The problem is nobody holds them accountable.

**Commissioner Phillippe:** Right.

**Commissioner Johnson:** I'll make a motion to approve PP-21-09.

**Commissioner Saylor:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Glen Meritt:** Thank you.

**Commissioner Phillippe:** Thank you.

*(PP-21-09 is located on Pages 18 through 19 of these Official Minutes)*

**PP-21-10 MCNEELY MANOR**

**Molly Barnhill:** Our next one (1) is PP-21-10, McNeely Manor. Petitioner/owner is Larry McNeely. It's twenty-two point four-three (22.43) acres located to the north and west of the terminus of Hornbrook Drive approximately a quarter mile north of the intersection formed by Hornbrook Drive and New Harmony Road. It's Boon Township, 10-5-8, complete legal on file. This was advertised in the Standard on July 29, 2021.

**Chad Wagner:** I'm Chad Wagner the land surveyor on this project. Here to answer on any questions you guys may have.

**Bobby Howard:** Basically, it's a private street extension. I believe they've got a consensus from the Board beforehand to allow for a private gravel extension to match the existing roadway that was already there. So, the plan meets approval.

**Commissioner Phillippe:** Okay, motion?

**Commissioner Saylor:** I make a motion to approve PP-21-10.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

*(PP-21-10 is located on Pages 20 through 21 of these Official Minutes)*

**PP-21-11 MINER'S RIDGE**

**Molly Barnhill:** The next one is PP-21-11. It's Miner's Ridge. Petitioner/owner is American Land Holdings of Indiana, LLC, by Bryce West, Vice President. It's a hundred and forty-seven point five-six (147.56) acres located on the south side of Boonville-New Harmony Road, Elberfeld, Indiana, zero (0) feet east of the intersection of Boonville-New Harmony Road and Three Lake Estates Drive. Campbell Township, 9-5-9 and 10-5-9, with the complete legal on file. This was advertised in the Standard on July 29, 2021.

**Jim Morley, Jr.:** Jim Morley, Jr., Project Engineer. The majority of these lots access existing, well, they all access existing County roads. However, we are, have put forth paying into the County Road Fund to double chip and seal Three Lakes Drive at a later date and also to do improvements on Perdido Road at a later date. There was a, there was a note put on the Three Lakes Drive, or the Three Lakes Estates plat originally that if anybody else accessed that road that it would get upgraded to double chip and seal. So, that's what they're putting money in the road fund for.

**Bobby Howard:** The dollar amount is adequate.

**Commissioner Phillippe:** Anyone like to make a motion?

**Commissioner Saylor:** I'll be nicer to him this meeting than I was last meeting.

**Jim Morley, Jr.:** I need a break.

**Commissioner Saylor:** You need a break? I'll make a motion to approve.

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

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Jim Morley, Jr.:** Thank you.

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

*(PP-21-11 is located on Pages 21 through 22 of these Official Minutes)*

**PP-21-12 BELLMOORE LANDING SECTION 1A**

**Molly Barnhill:** Our next one (1) is PP-21-12, Bellmoore Landing, Section 1A. Petitioner/owner is Cardinal Crossing, LLC by Jeff Troxel, Member. Four point five (4.5) acres located on the north side of High Pointe Drive, zero (0) feet east of the intersection of High Pointe Drive and Libbert Road. Being part of Lot 29 and the corrected plat of Bellmoore

Landing Section 1 as recorded in (Document) 2008R-0005005 in the Warrick County Recorder's Office, Ohio Township, 22-6-9, advertised in the Standard, July 29, 2021.

**Jim Morley, Jr.:** Jim Morley, Jr., Project Engineer. This was, what was Lot 29 in Bellmoore Landing and we're splitting this lot into two (2) parcels that access existing County roads. So, there's no new road improvements.

**Commissioner Phillippe:** Any additional commentary, Bobby?

**Bobby Howard:** No, I signed off that I agree that no improvements are required for the two (2) lots.

**Commissioner Johnson:** Make a motion to approve PP-21-12.

**Commissioner Saylor:** Second.

**Commissioner Phillippe:** All in favor?

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Jim Morley, Jr.:** Thank you all.

**Commissioner Phillippe:** Thank you.

*(PP-21-12 is located on Pages 22 through 23 of these Official Minutes)*

#### **PP-21-13 GRANDPA'S TWO (2) CREEK RIDGE**

**Molly Barnhill:** Our last one (1) is PP-21-13, Grandpa's Two (2) Creek Ridge. Petitioner/owner is James Boyer by Sherrie Sievers, POA. It's forty-eight point three-three-six (48.336) acres on the south side of Meyer's Road. Approximately twelve hundred (1,200) feet south of the intersection of Meyer's Road and Fortune Road in Boon Township, 30-6-7. Complete legal is on file and this was advertised in the Standard, July 29, 2021.

**Mark Chamness:** Mark Chamness, Chamness Land Surveying.

**Bobby Howard:** Again, this is a private road extension to match what was there existing. I did make a couple of amendments on the last issue he gave me. I think you emailed it this morning. The pavement thickness, the rock, our minimum is eight (8) inches. I think you showed six (6). And so I adjusted the dollar amount as well to I think two thousand dollars (\$2,000.00) for this small extension.

**Commissioner Phillippe:** Very good.

**Bobby Howard:** With those, with those amendments, I'd recommend approval.

**Commissioner Phillippe:** You good with that?

**Mark Chamness:** Yep.

**Commissioner Phillippe:** Okay.

**Commissioner Saylor:** Make a motion to approve.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Mark Chamness:** Thank you.

**Molly Barnhill:** That is all for Area Plan Commission.

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

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

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

*(PP-21-13 is located on Pages 23 through 24 of these Official Minutes)*

**ACTION ITEMS  
APPROVAL OF MINUTES  
JULY 12, 2021 – JULY 26, 2021**

**Commissioner Phillippe:** Okay, next item of business is the Approval of Minutes from both our July 12<sup>th</sup> and our July 26<sup>th</sup> Regular Session.

**Commissioner Johnson:** Make a motion to approve the July 12<sup>th</sup> and the July 26<sup>th</sup> meeting minutes.

**Commissioner Saylor:** We can do both of those at the same...?

**Todd Glass:** Um hum.

**Commissioner Saylor:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**COUNTY ADMINISTRATOR  
ENVIRONMENTAL MANAGEMENT CONSULTANTS SPECIFIC SERVICES  
AGREEMENTS**

**Commissioner Phillippe:** Next item of business is our County Administrator.

**Roger Emmons:** Thank you, Mr. President. One (1) item I have listed here is the Specific Services Agreement with Environmental Management Consultants, Incorporated for our closed Landfill #2 which is on the west side of Pelzer Road. These three (3) agreements are for ground water monitoring, landfill inspections, and methane monitoring. And I sent, there were several emails went back and forth on, on this one (1). And beginning on July 28<sup>th</sup>, I sent it to Todd and the copies of the agreements were attached in that email. I did clarify that the agreement you approved at your July 26<sup>th</sup> meeting did not have the language about the updated groundwater monitoring. That's stipulated that the update will be in accordance with the closed landfill to prove Statistical Evaluation Plan which is called the Step Plan. And Environmental Management Consultants, they added that so that all their 2021 work required by IDEM is included within the updated agreements. And then they did complete the Step Update earlier this year and we have paid for that. So, I would defer to Todd as to whether or not these agreements are in order.

**Todd Glass:** And they are, Mr. President, and if there's a motion to approve it, we could have a motion to approve all three (3) of those contracts.

**Commissioner Phillippe:** Very good. I'll entertain that motion.

**Commissioner Saylor:** I'll make a motion to approve all three (3) contracts for the Environmental Management Consultants.

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

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Roger Emmons:** Thank you, Mr. President.

**Commissioner Phillippe:** Thank you.

**Roger Emmons:** That's all I have at this time.

**Commissioner Phillippe:** Okay.

*(Environmental Management Consultants Agreements are located on  
Pages 24 through 28 of these Official Minutes)*

**COUNTY ATTORNEY  
ORDINANCE AMENDING TRAFFIC CODE AND WEIGHT LIMITS CHAPTERS  
ORDINANCE 2021-27**

**Commissioner Phillippe:** Next item of business is our County Attorney.

**Todd Glass:** Thank you, Mr. President. I think we've got a couple Ordinance numbers that we'll need, the first one (1)...

**Kristine Georges:** Will be 2021-27.

**Todd Glass:** And Mr. President, that's Ordinance 2021-27 proposed to this Board as an Ordinance of the Board of Commissioners of Warrick County, Indiana, amending Title 7 of the Code of Ordinances of Warrick County, Indiana. That involves the Traffic Code, Chapter 70. There's a variety of edits to the Traffic Code and corrections and updates too numerous to mention other than I would mention particularly the changes are in Subchapters 5, 6, and 7 which are weight restrictions, bridge load restrictions, and frost restrictions including also an updated schedule of all the current road exemptions and weight limits. Those have been updated. A lot of work by Mr. Howard to get all those updated. But, those are all exhibited as Schedule 2 to the Ordinance and Mr. Howard can probably answer any specific questions you have.

**Commissioner Phillippe:** Very good. Bobby, before you answer any questions. I've got a question here. We did interviews all day and there were some emails going back and forth.

**Commissioner Saylor:** I've got one (1) from Phillip right here.

**Commissioner Phillippe:** Not only amongst ourselves, but some of the other folks that are in the audience. So, I just want to make sure we're all on the same page before we pass anything tonight. Bobby, go ahead.

**Bobby Howard:** Addressing, I believe we've addressed a lot of the concerns I think in one of these emails. You want me to proceed on that? There was a discussion of local delivery and what was exempted from that. And yes, local deliveries, the examples, I believe, Mr. Springstun, all your examples are exempted from that portion. And any type of vehicle for the purpose of making a delivery of products and equipment to a farm is exempt from the limit as well. The other issues I think, the vehicle schedule, the schedule is basically just the, the list of roadways that Section 70-05 refers to. So, those vehicles are, that schedule still has that list of exemptions applies to it as well. And then, I believe we had discussed, possibly, the penalty for that section is up to twenty-five hundred dollars (\$2,500.00). And I believe the first section, the first offense is still a thousand dollars (\$1,000.00) and then subsequent offenses could be up, would be up for that twenty-five hundred dollars (\$2,500.00). So, I believe that that twenty-five hundred dollars (\$2,500.00) still is the maximum that can be fined I guess. But, the first offense is still at a thousand dollars (\$1,000.00) per the earlier section in the Ordinance. So, it's really a verbiage on that end. But, I think it still all applies. In regards to...

**Commissioner Johnson:** Real quick, Bobby, before you get going farther, are we under 70-99 Penalty, is that where you're...

**Bobby Howard:** Yes, 70-99 Penalty applies to the entire Ordinance.

**Commissioner Johnson:** The thousand (\$1,000.00) that you're speaking of, is that supposed to be under Section B here? Because that's, or is that something different.

**Todd Glass:** Subsection E, he's referring to those fines for Subsection 5, 6, 7, or 9.

**Commissioner Johnson:** What is, Counselor, under Penalty, letter B, says one hundred (\$100.00). Is that a misprint? Should that be a hundred (\$100.00)?

**Bobby Howard:** That's in regards to speed I believe, isn't it?

**Todd Glass:** Yeah. Subsection 1A or B.

**Commissioner Johnson:** Okay, thank you.

**Roger Emmons:** Todd, do you have a clean version? All I have is a draft.

**Todd Glass:** I do.

**Roger Emmons:** Okay, thank you.

**Todd Glass:** I noticed there's a scrivener's error in the headings, but I'll fix that for you on the very first line.

**Roger Emmons:** Yeah. Just now saw that myself.

**Bobby Howard:** So, like I said, this is mainly, Schedule 2 is listing the roadways that are to be posted ten (10) tons per this Ordinance or already are posted ten (10) tons. And that's what Schedule 2, just defines that in a place that if you can see all those roadways that are up front before anybody, if they're looking to travel or take some equipment somewhere, they have a place to go and see what roads are the ten (10) ton roads. So, and then that, so that list of exemptions applies to those roads as well with exception of Epworth Road south of Lincoln Avenue/State Road 662, those are still restricted for use for farm trucks is my understanding.

**Todd Glass:** Right. Farm machinery and grain transport.

**Bobby Howard:** Unless you're a property owner on that road. Any other questions from the, do you want to take questions?

**Commissioner Phillippe:** Yeah, I wanted to hear you out there. So, gentlemen, we have a few people in the audience. You guys have any commentary?

**Phil Springstun:** Phil Springstun, resident of Warrick County, thirty-nine (39) years. And again, thank you for allowing us to be a part of this. We appreciate it greatly. I guess the only other thing on there, Bobby, is, is the repetitive hauling. I mean, a lot of times...

**Bobby Howard:** Farm...

**Phil Springstun:** In the winter time we're, you know, you've got a January contract. You've got 'x' number of bushels

**Bobby Howard:** Yes, yes, those exemptions apply to all aspects of it actually.

**Phil Springstun:** And it would also, even if it's a trucking company that has commercial plated vehicles verses the farm plated vehicle?

**Bobby Howard:** If it's for farm use...

**Commissioner Saylor:** Yeah, all they have to do is provide something that it's being, hauling grain or (inaudible).

**Phil Springstun:** Well, I mean, that's obvious what they're doing. It's, I know a lot, when I read through the Indiana Code that's referenced and I think there's three (3) Indiana codes referenced. They all deal with farm equipment, farm trucks and all that. I don't, I don't know how that's seen when you have a trucking company that has a hopper bottom that's hauling grain, you know, but they're actually have commercial plates cause they're not allowed to have farm plates. But, I mean as long as they're covered and they don't have to have the repetitive permit. I mean, we're...

**Commissioner Saylor:** But, they're hauling for a farmer, farming operation.

**Phil Springstun:** Yes, I mean, They're hauling grain, I mean, they're, it is agriculture. But at the same time, I don't know how that, I know there was a time where we had some different laws you know that covered if you had a far plate you're okay. If you had a commercial plate, it's different. And that's on a State level. But, this is something totally different. So, I mean as long as they're covered. Why, I think we've addressed at least all my concerns and some of the others.

**Commissioner Phillippe:** Very good.

**Phil Springstun:** And I thank you.

**Commissioner Johnson:** Thank you for participating, Mr. Springstun.

**Commissioner Phillippe:** Okay, David, anything else?

**Dave Schnur:** Dave Schnur, I live out on the Richland Highway. And my concern, I sent you an email about it, seem in 70.05 that it lists '06 and '07 as being subject to the exemptions listed in '05.

**Bobby Howard:** Nope, actually, it's the opposite.

**Dave Schnur:** Is it the opposite? Okay, I'm not reading the legal part of it right.

**Bobby Howard:** Yeah, that's the opposite. So, so weight limits of bridges, those exemptions don't apply if you're going across the bridge.

**Dave Schnur:** Okay. Same thing for the frost limitation?

**Bobby Howard:** Yeah, if there's a frost limitation that gets put into effect, then, then those would come in on an as needed basis.

**Dave Schnur:** So, as this reads, this applies to everything in, the exemptions apply to everything except when...

**Bobby Howard:** Except for a bridge or if there's a frost law restriction for some kind of emergency, yes.

**Todd Glass:** Yeah.

**Dave Schnur:** Okay, so it would apply to the repetitive hauling.

**Bobby Howard:** Yes.

**Dave Schnur:** And not need a land use agreement. Okay, thank you.

**Commissioner Saylor:** Thank you.

**Commissioner Phillippe:** Okay, are we all confident we're on the same page here?

**Commissioner Saylor:** I think so.

**Commissioner Phillippe:** Okay, I'll entertain a motion for Ordinance 2021-27.

**Commissioner Saylor:** So moved.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Todd Glass:** Thank you, Mr. President. Roger, I have the original for you.

**Roger Emmons:** And I'll have to have it advertised in the Standard, I think one (1) time.

**Todd Glass:** Very good.

**Roger Emmons:** Thank you.

**Todd Glass:** Thank you.

*(Ordinance 2021-27 is located on Pages 29 through 33 of these Official Minutes)*

### **ORDINANCE TO AMEND CLAIMS PROCESS ORDINANCE 2021-28**

**Todd Glass:** Then, Mr. President, Ordinance 2021-28...

**Kristine Georges:** Yes, Sir.

**Todd Glass:** Is a proposed Ordinance in front of you of the Board of County Commissioners of Warrick County, Indiana, amending Section 39.05 of the Code of Ordinances of Warrick County, Indiana. This is 39.05, Auditor Payment of Bills and Claims Voucher Processes. This is an attempt to just try to update this particular chapter on a variety of conversations that have occurred over the past several months. The first one (1) being to correct some arbitrary phrases like, submitting claim vouchers in a correct and timely manner. We've tried to describe that a little bit better to include as soon as necessary to get the relevant information to the Auditor's Office. Also, it provides in Section B4 the opportunity for offices that are not located in the Judicial Center to submit claims electronically just so that they're timely. They still have to present all original claims by noon, Friday each week. So, it's just a belt and suspenders provision there in B4. Furthermore, it has a specification of review and presentation of claims by the Auditor. It codifies some of the procedures that already exist and a little addition to that by 4:00 PM on the Wednesday before each Board of Commissioners meeting, the voucher list itemizing and describing the claims which are provided to the Board shall be provided to the Board by that time. Those claims by all offices and departments have to be to the Auditor's Office by 12:00 PM, noon, the Friday before. And I believe that's also a current policy and protocol of the Auditor's Office. It then adds to the voucher list that the Auditor provides to the Board of Commissioners not only certified claims and non-certified claims of the Auditor, but a third category of claims of which the Auditor is currently unable to determine if they should be certified or non-certified. So, those are the ones that are still in the chute so to speak and it also needs to be identified to the Board by Wednesday before each meeting. Finally, it's provides in C4 that the Auditor shall deliver original copies of all claims to the Board of Commissioners by 12:00 (PM), noon prior to each Board of Commissioners' scheduled meetings, so that the Board can review those original claims and following the conclusion of the Board of Commissioners' meeting on Mondays, that shall be returned to the Auditor.

**Roger Emmons:** I thought I would point out, I don't think you stated in C4, that that's 12:00 (PM), noon on the Friday immediately preceding the Commissioners' next meeting on the Monday.

**Todd Glass:** Thank you. Thank you, Roger. That is new provision C4 providing for original of all claims to be provided to the Board of Commissioners by 12:00 PM, noon on the Friday immediately preceding the meeting for review and then those original claims will be returned to the possession of the Auditor following the meeting on Monday. With those amendments, 2021-28 is before the Board for amendments to Chapter 30.05 on claims.

**Commissioner Phillippe:** Very good. Thank you, Counsel. I believe that cleans up some things that we needed to clean up for a while now. Questions? Comments? I'll entertain a motion.

**Commissioner Johnson:** Make a motion to approve Ordinance 20-21-28 (Clarification, the stated Ordinance is Ordinance 2021-28).

**Commissioner Saylor:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Todd Glass:** Thank you, Mr. President.

*(Ordinance 2021-28 is located on Pages 34 through 35 of these Official Minutes)*

### **APPROVAL OF FISCAL PLAN AMERICAN RESCUE PLAN STATE AND LOCAL CORONAVIRUS FISCAL RECOVERY FUNDS**

**Todd Glass:** Last item on my agenda items is the approval of the fiscal plan for the American Rescue Plan State and Local Coronavirus Fiscal Recovery Funds. This is a requirement by the State Board of Accounts State Examiner Directive 2021-01 dated March 18, 2021 where Warrick County's allocation of the Coronavirus State and Local Fiscal Recovery Funds must be appropriated in a plan set forth by this Board to comply with all the necessary directives and regulations from the Treasury Department. Pursuant to that State Examiner Directive, local appropriation is required of course all disbursements have to go through the normal claims process. This does not change any of that. This is this Board's fiscal plan of how to utilize those funds. As you know, Mr. President, one-half of the Coronavirus Recovery Funds have been received by the County representing a bit above six point one million (\$6,100,000.00). The second allotment will be received in I believe June of next year. This plan gives the public notice of what the County is honoring



and planning to utilize those funds for. This plan can be amended at any time and of course this is early on in the process, so these allocations might not necessarily be in stone. It can be amended by this Board from time to time. The only allocations presently in the first draft of your plan that is before you today is an allocation for staff funding with the Health Department for staff funding for a new grant department of the County to seek grant funds. To assist the Warrick County Tourism Commission with their budget. To allocate some funds for the modernization of cybersecurity hardware, software, and protection of critical infrastructure. And an allocation of three point six million (\$3,600,000.00) to assist the Department of Economic Development with the broadband infrastructure services which is now due. This is the first draft of the fiscal plan of Warrick County for the American Rescue Funds. And like I said, can be amended from time to time going forward. If you have any questions?

**Commissioner Phillippe:** I have no questions. Gentlemen?

**Commissioner Johnson:** No.

**Commissioner Phillippe:** No? I'll entertain a motion.

**Commissioner Saylor:** I make a motion to approve the American Rescue Plan.

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

**Commissioner Phillippe:** Very good. I have a first and a second. All in favor?

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Todd Glass:** And Roger, that will be just shown as approved by the Board of Commissioner effective today's date and if amended will show, will reflect that in the future amendments.

**Roger Emmons:** Thank you.

**Todd Glass:** That's all Mr. President.

**Commissioner Phillippe:** Thank you.

*(ARP Fiscal Plan is located on Pages 35 through 36 of these Official Minutes)*

**COUNTY CLERK**  
**APPROVING THE DESIGNATION OF WARRICK COUNTY AS A VOTE CENTER COUNTY**  
**RESOLUTION 2021-08**

**Clerk Perry:** Good afternoon, Patty Perry, Warrick County Clerk. I am here with a Resolution regarding our vote centers. If I could give you a little background on this. The Resolution is not authorizing any particular vote center plan. It simply authorizes the conceptual transition from a precinct based election county to a vote center county. The actual vote center plan is still being worked on. And it's voted by the Election Board. It does have to be unanimous with the Election Board, after a public hearing and any input. The County Council has already been asked to approve an identical Resolution. Both Resolutions are statutorily required to be attached to final vote center plan. And I have a copy of that Resolution. Roger, if you want it.

**Roger Emmons:** We'll need a number from Ms. Kristine.

**Kristine Georges:** And the number would be 2021-08.

**Roger Emmons:** '08, thank you. Thank you, Patty.

**Clerk Perry:** Thank you, Sir.

**Commissioner Phillippe:** So, Patty, this is a preliminary step in the direction in becoming a vote center county?

**Clerk Perry:** Yes, Sir.

**Todd Glass:** And if I may, Mr. President, and Mrs. Perry can explain it better than I can, but vote centers has to do with Election Day specifically.

**Clerk Perry:** That's correct.

**Todd Glass:** So that Warrick County voters can present themselves to any of the vote centers and legally vote. The do not have to report to a specific location. And the Election Board is working on those vote center locations and will make a final determination. This is just the Commissioners signing on to the concept on the transition to vote centers.

**Clerk Perry:** That's correct.

**Commissioner Phillippe:** I think the citizens of Warrick County will like the convenience.

**Clerk Perry:** I think they will.

**Commissioner Phillippe:** Any other questions or comments? I'll entertain a motion.

**Commissioner Saylor:** I make a motion to approve Resolution 2021-08 designating Warrick County as a vote center county.

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

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Clerk Perry:** Thank you.

**Commissioner Phillippe:** Thank you.

**Commissioner Saylor:** Thanks Patty.

**Clerk Perry:** Welcome back, Mr. Glass.

**Todd Glass:** Thank you.

*(Resolution 2021-08 is located on Page 36 of these Official Minutes)*

### **BRIDGE 310 – INTERLOCAL AGREEMENT WITH PARKS DEPARTMENT COUNTY ENGINEER/HIGHWAY**

**Commissioner Phillippe:** Next item of business is our County Highway Superintendent/Engineer, Bobby Howard.

**Bobby Howard:** Thank you. First item I have is the Interlocal Agreement with the Parks Department. I don't know if you have a clean copy. This had been reviewed by our Attorney, by INDOT, and it's ready for signature basically. This is the requirements for the Parks Department to take the bridge from the bridge, existing Bridge 310 Replacement Project and put it in Friedman Park.

**Todd Glass:** And everything is in proper form and ready for approval.

**Commissioner Phillippe:** Very good. Anybody like to make a motion?

**Commissioner Saylor:** I make a motion to approve Bridge 310 Interlocal.

**Commissioner Johnson:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

*(Bridge 310 Interlocal is located on Pages 37 through 38 of these Official Minutes)*

### **BRIDGE 140 FEDERAL AID APPLICATION ASSISTANCE AGREEMENT**

**Bobby Howard:** The next item I have is Bridge 140 Federal Aid Application Assistance Proposal from Lochmueller Group for one thousand dollars (\$1,000.00). Basically, this is to help go through the selection process with a bridge that we have on New Harmony Road. That's when the next call for projects comes out, hopefully here in November, that we're ready to go. So, I just (inaudible) for approval to proceed with the proposal.

**Commissioner Johnson:** Make a motion for Bridge 140 Federal Aid Application Assistance Agreement.

**Commissioner Saylor:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

*(Bridge 140 Application Assistance Agreement is located on Page 39 of these Official Minutes)*

### **AMENDED INDOT LPA CONSTRUCTION AGREEMENT FOR BRIDGE 113**

**Bobby Howard:** I have one (1) more item. We just got this, I believe it was last Thursday. But, it's the amended INDOT LPA Construction Agreement, State LPA Contract. They're electronic signatures now. But, I do have a copy of the actual agreement. And this is increasing our Federal Funding for construction on this Bridge 113 from nine hundred

twenty thousand (\$920,000.00) in Federal funds to an additional six hundred thirty thousand four hundred ninety-three dollars and sixty-five cents (\$630,493.65). So, our new Federal fund total is one million five hundred fifty thousand four hundred ninety-three dollars and sixty-five cents (\$1,550,493.65). And I just need a motion to approve this and then Terry will sign that as Board President online with their new electronic signatures protocol that they use now.

**Commissioner Phillippe:** Very good.

**Commissioner Saylor:** Hope that's not the one (1) EMA uses.

**Commissioner Johnson:** This my bridge?

**Bobby Howard:** It is.

**Commissioner Johnson:** Make a motion to approve.

**Commissioner Saylor:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Bobby Howard:** That is all I have, gentlemen. Thank you.

**Commissioner Phillippe:** Thank you.

*(Bridge 113 Amended LPA Agreement is located on Pages 39 through 40 of these Official Minutes)*

**CONSENT AGENDA**

**WEIGHTS AND MEASURES MONTHLY REPORT  
COUNTY AUDITOR CLAIMS VOUCHER REPORTS DATES 7/22/21 – 8/10/21  
PAYROLL DATE: AUGUST 2, 2021**

**USE OF COURTHOUSE LAWN FOR BOONVILLE SQUARE FLARE  
CHANGE SIGNS - INTERSTATE STONE SUPPLY TO MARTIN & MARTIN PROPERTIES  
RESOLUTION 2021-09 ~ MONTH OF AUGUST "CELEBRATE LIFE - BORN & PREBORN"  
PANDEMIC RELIEF FUND REQUEST 21-41 FROM SUPERIOR 2  
PANDEMIC RELIEF FUND REQUEST 21-42 FROM EMA**

**REQUEST TO USE COURTHOUSE RESTROOMS FOR CONCERT IN THE PARK AT  
JOHNSON PARK**

**Commissioner Phillippe:** Next item of business is our Consent Agenda. Roger?

**Roger Emmons:** Thank you, Mr. President. Per our discussion earlier, I can convey to Susie that you would like to see this, as long as Dan and Bob are okay with it, up near the beginning of the meeting. Is that correct?

**Commissioner Phillippe:** Makes sense to me to have it under your business.

**Commissioner Saylor:** Yeah.

**Roger Emmons:** I think that's good. The Consent Agenda, I did, for the first two (2) items on here, those are pretty self-explanatory. I did provide you some information on the other items. You have received information on all these. If you have any questions, let me know and I'll be happy to, to cover those if I can. The one (1) thing on the Boonville Square request to use the Courthouse, I'm sorry, the Courthouse restrooms, that was from Boonville NOW for the Concert at the Park this Saturday from 7:00 (PM) to 10:00 PM. Bill Channer has not given me those restrooms, the names of those restroom attendants who will monitor the men's and women's restrooms in the Courthouse basement. I do have their certificate of liability insurance.

**Commissioner Saylor:** Roger, who will make sure that door's locked?

**Roger Emmons:** I have volunteered to come in and unlock and make sure both the gate, the women's and then the door, the inner door for the men's are both locked. And then I'll come back after 10:00 (PM) and put everything in locked order.

**Commissioner Phillippe:** I'll make sure there's somebody there.

**Todd Glass:** Roger, do you have a Resolution number for the Celebrate Life Resolution?

**Roger Emmons:** I'd assume that'd be '09.

**Kristine Georges:** Yes, Sir. 2021-09.

**Roger Emmons:** '09. Terry had asked me to, well, he directed Susie to put this on today's agenda. I did get an email from the Executive Director of the Right to Life of Southwest Indiana and used that as a template to prepare the Commissioners' Resolution. This declares August 2021 as quote, Celebrate Life – Born and Preborn Month. Be happy to read the very short Resolution if the Board wishes.

Commissioner Phillippe: Please.

Roger Emmons read the following into the record:

Warrick County Commissioners Resolution 2021-09  
 Declaring August, 2021, as "Celebrate Life – Born & Pre-born Month"

WHEREAS, all human beings are created equal and are endowed by their Creator with certain unalienable rights, among which are life, liberty, and the pursuit of happiness, regardless of age, degree of maturity, or any physical or mental defect;

WHEREAS, the right to life is a fundamental human right upon which all other rights depend, and it should never be sacrificed for a lesser good; and



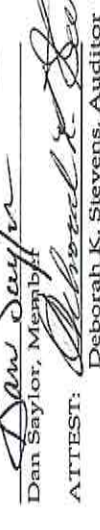

WHEREAS, society has a primary duty to uphold and protect this right from fertilization until natural death; and

WHEREAS, a Safe Haven Baby Box was placed at the Boonville Fire Station and has been operational since February, 2021;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana, that the month of August, 2021, is hereby declared "Celebrate Life – Born & Pre-Born Month".

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, on the 9<sup>th</sup> day of August, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry J Phillippe, President  
  
 Robert H. Johnson, Jr., Vice President  
  
 Dan Saylor, Member  
  
 ATTEST: Deborah K. Stevens, Auditor  


Commissioner Phillippe: Very good. I'll entertain a motion to approve the consent agenda.

Commissioner Saylor: So moved.

Commissioner Johnson: Second.

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

Chief Deputy Auditor Farrell: I'm sorry, it's the County Treasurer's Report from June that Ms. Beem gave us, Ms. Beem, and I just forgot to give it to you guys.

Commissioner Phillippe: Very good. Thank you.

Commissioner Saylor: Okay.

Chief Deputy Auditor Farrell: (Inaudible) report, Roger.

Roger Emmons: Thank you.

Chief Deputy Auditor Farrell: Thank you.

Commissioner Saylor: I second that.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

**MOUNTS ELECTRIC MMU REPLACEMENT**

Roger Emmons: I do have one (1) more item if you don't mind. I know Bob minds. This has to do with an email I received earlier today from Rick Neukam. He's with Mount's Electric, with that company we have our traffic signal maintenance agreement. He sent an email which was a fax really about the, replacing the MMU, that's, dag-gone it. Anyway, it's a conflict monitor at the intersection or at Oak Grove and Epworth. It's one thousand six hundred sixty-one dollars (\$1,661.00). It's been there eighteen (18) years. So, the manufacturer considers it obsolete. It's at the end of its useful life. And Mounts needs the Boards approval so they can order it and install it. You previously approved one (1), but it was for a different location.

Bobby Howard: I don't know how they determine the age. Maybe when it was manufactured. But, that traffic signal has not been in existence at Oak Grove and Epworth for eighteen (18) years.

**Bobby Howard:** No.

**Commissioner Saylor:** Maybe they bought used equipment.

**Roger Emmons:** How long has it been in existence?

**Bobby Howard:** Well, in 2005 was our first Federal aid when we finished Lynch Road. And Epworth came after that around 2008-9.

**Unknown:** The light's only been there four (4) or five (5) years.

**Bobby Howard:** So.

**Roger Emmons:** Well, I can communicate that to him and find out.

**Bobby Howard:** Yeah, I'd be concerned as far as, yeah.

**Roger Emmons:** Just how old the unit is. But, you know, at any intersection when you've got a traffic signal you want to make sure the conflict monitor's correct.

**Bobby Howard:** No, there's nothing wrong with that. Right.

**Roger Emmons:** I mean, it's working correctly, so. If the Board wishes, I don't know, table it or...

**Commissioner Johnson:** Table it to next meeting?

**Roger Emmons:** You think it will probably wait 'til then?

**Commissioner Saylor:** That signal is operational, correct?

**Bobby Howard:** Yeah, the signal's operational. I think on doing their maintenance, they do...

**Commissioner Saylor:** The timing, can they time lights?

**Bobby Howard:** I don't even know if that's the problem. They look through the annual maintenance of the light. I've never asked them to look at (inaudible).

**Commissioner Johnson:** We don't have that problem in the northern part of the County. Just saying. We, we have, and we're fine.

**Commissioner Phillippe:** So, there's no eminent safety issue here in other words?

**Bobby Howard:** Not to my knowledge.

**Commissioner Phillippe:** Okay.

**Bobby Howard:** I'm not...

**Roger Emmons:** Given Bobby's information, I would think not. The MMU is the Malfunction Management Unit. So, whatever the Board's pleasure, I can contact Mr. Neukam and convey this information to him and find out why they're recommending it be replaced way before eighteen (18) years.

**Commissioner Saylor:** I mean, I'm, I'm okay with approving it based on, you know, what Roger and, Roger, if you can communicate with Bobby or something. That way you two know what's going on. I'm good with it.

**Bobby Howard:** Yeah, it's (inaudible).

**Commissioner Johnson:** Pending Bobby's approval of it. But, it's necessary.

**Commissioner Phillippe:** I'm good with it.

**Commissioner Saylor:** I'm good with it. I make a motion to approve based on Bobby and Roger's additional information.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Roger Emmons:** Thank you, Mr. President. I'm pretty sure that's all I have now.

*(Certified Claims in the amount of \$967,144.97 are located on Pages 40 through 42 of these Official Minutes)*

*(Non-Certified Claims in the amount of \$186,811.18 are located on Page 42 of these Official Minutes)*

*(Payroll in the amount of \$529,050.85 is located on Page 43 of these Official Minutes)*

*(Resolution 2021-09 is located on Page 43 of these Official Minutes)*

*(Pandemic Relief Fund Requests are located on Page 43 of these Official Minutes)*

### **COMMISSIONER ITEMS FOR DISCUSSION DR. LAMEY ADDRESSES BOARD AGAIN ON REINBRECHT HOMES**

**Commissioner Phillippe:** Alright. I think that's it, any, any additional from you. We've got somebody else here to say a few words?

**Commissioner Saylor:** No, I don't, I don't have anything.

**Commissioner Phillippe:** Dr. Lamey? You've got the floor. You've got two (2) minutes. How's that sound?

**Dr. Ray Lamey:** I'll try to hurry. I apologize for taking more of your time. But, you know, we've covered some issues with the flooding already. And now dealing with the stipulation that we had discussed and agreed to and ended up not getting relayed to Mr. Reinbrecht. So, now, we have no privacy fence with no trees. I think he abided by a twenty (20) foot easement, but that's a thirty (30) to forty-five (45) degree angle. Mary Neinaber here was one (1) of the ladies that lives on the north side that I showed you the pictures of flooding. She's here. We've you know I think everybody started out with the best of intentions. And trying to come up with a solution. You know, to protect the value of our houses, give us some privacy. But somehow, it's kind of fell through the cracks. So, I mean, I've talked to Roger many times here and we're trying to find some middle ground that we can come to. I mean some of the homeowners on Autumn Ridge Drive that adjoint that are looking at having their houses reappraised and reappraised again with a sixteen hundred (1,600) square foot home. Now, that will quantitate damages and with a row of eight (8) houses and legal fees, we may run into a million dollars (\$1,000,000.00). So, what I'm trying to do is find another alternative that we can get together on. Most, most ones along my area going south on Autumn Ridge Drive want the ten (10) foot fence. We want some privacy. We're trying to protect our values. We have to do something. I talked to Roger and I guess the fence cannot be put on Mr. Reinbrecht since the plat, whatever he going by, is finalized or roughly. We can't force him to put a fence. So, then we're looking at putting a fence on our side of the easement. Well, then we lose a foot of everybody's property all the way up and down. So, I mean, we've got, that might be an option. But, I just wanted to bring it before the Board. Get some discussion going. I briefly mentioned the couple that, kind of the final slap in the face was the Town of Newburgh has tried to annex our area and it cuts off at my back yard. So, that was kind of the final thing that we're going to have to come to an agreement or be litigated. I mean it's, nobody that I've talked to really wants to be annexed and the Board can actually override that. This was something that we wanted to maybe bring before you and see if that would be a part of the agreement besides just the fence is to specify that Autumn Ridge Estates cannot be annexed in for the next ten (10) years.

**Commissioner Phillippe:** Dr. Lamey, I don't mean to cut you off. But, I apologies, you know, our discussion up until just now has been regard to the development beside your property. And as we discussed in the Drainage Board, that's kind of a matter for Area Plan, which I know you're going to attend at 6:00 (PM).

**Dr. Ray Lamey:** Yeah.

**Commissioner Phillippe:** I think I would ask and this is just one (1) of three (3) opinions here that, you know, let's see what shakes out at the APC meeting this evening and then continue to try and help with your concerns. I would, I would prefer that we bite this off one (1) bite at a time.

**Dr. Ray Lamey:** I, yeah, I, you know, I much prefer to work it out without third parties.

**Commissioner Phillippe:** Understood.

**Dr. Ray Lamey:** I've talked to Roger multiple times and he knows that's what we've been trying to work towards. The neighbor just north of me in the cul-de-sac inquired about if they were ever going to finish the concrete around where the cul-de-sac is. He said he's be willing to relocate his driveway further west if the county is finally going to complete the circle. Right now there's an open area where somebody can just drive off and drop six (6) feet down. So, I think we need some at least temporary concrete barriers like they use in parking lots temporarily until we figure out what's going to happen with that area.

**Commissioner Saylor:** Bobby, what, I'm not sure...

**Bobby Howard:** I'll look at it. Initially that cul-de-sac was set up and built to where they could build on and extend the road later on. So, I'm not sure what that looks like. And then they've done some work on the other side and I guess (inaudible).

**Commissioner Saylor:** Is it missing a roll curb? Is it missing a curb? Is that's what's missing?

**Bobby Howard:** It may just be where it was stubbed out to extend to the adjacent property.

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

**Dr. Ray Lamey:** I think the easement runs right along there. So, you know, he was interested in what's the possibility of getting that completed.

**Commissioner Phillippe:** Understood.

**Dr. Ray Lamey:** I guess the rest will go before the APC.

**Commissioner Phillippe:** Yes, Sir.

**Commissioner Saylor:** Dr. Lamey, I want to address one (1) thing. Since he brought it up, the annexation. Counselor, we, we really have no legal authority to stop this annexation do we?

**Todd Glass:** No, not unless you have an agreement with the municipality otherwise.

**Dr. Ray Lamey:** Well, what I looked up, there's only two (2) ways, Indiana's one (1) of five (5) states where they can force annexation. And there's only two (2) ways it stops. One (1), there's a procedural error and whatever they're trying to do the annex, and I suspect that's what happened the last time twenty (20) years ago. Now, they've hired a firm out of Louisville to handle things. So, they're kind of pushing it. I mean our votes mean nothing. The bottom line is if they want it, they're going to try to take it. But, the only other...

**Todd Glass:** I don't believe that's true, Dr. Lamey. There's remonstrations and a lot of procedures that they have to follow for this annexation to occur. And that's far from over.

**Dr. Ray Lamey:** Well, there's one (1) other thing I found in the literature. The County can stop it. And what I'd request from the floor is, you know, part of the compensation for our destruction of the woods and the privacy and having to do the fence is maybe include something to where our little thing is protected for maybe ten (10) years and not included in the annexation. Or just have verbiage where Autumn Ridge Drive cannot be included in any annexation project for the next ten (10) years.

**Commissioner Saylor:** I can say this. When Chandler tried to annex a certain part of my district, the people stood up and you know hired legal counsel and fought it. And at that time, when I learned that, that we cannot, I don't know what code you're, it'd be interesting if you could send me that information and I'll get it to Todd to have him look at it. Because, you know, what I'm disappointed in is they, they kind of wait 'til we do some work in the area, then they, then they annex it. And so, you know, and I don't really like that. But, and there's been legislation tried to give the Counties authority to stop is and I think it was like two (2) years ago.

**Commissioner Johnson:** It's been awhile.

**Commissioner Saylor:** I think it was a couple years ago.

**Commissioner Johnson:** Three (3) years ago.

**Commissioner Saylor:** Two (2) or three (3) years ago and I don't think that passed, did it Bob?

**Commissioner Johnson:** It did not.

**Commissioner Saylor:** Yeah.

**Commissioner Johnson:** Did not make it out of committee.

**Commissioner Saylor:** Committee. Yeah.

**Commissioner Johnson:** It did not make it out of committee.

**Commissioner Saylor:** So, we were following that. We were pushing that. Because we, you know, we understand. You know, the County residents, most generally, don't want to be annexed. They're happy with what they've got. That kind of thing. So, we looked into trying to have, get some authority and we called our legislators to do that. So, just a word of advice. You know, if you can get your State Reps to hear you and call them, I think that's the, that's the place to start.

**Dr. Ray Lamey:** I worked with Dr., Congressman Larry Bucshon. I did some of his open heart. I may go down that route too. But...

**Commissioner Saylor:** Our State Reps is the ones you want to, right Todd?

**Commissioner Johnson:** You need to start at the State House.

**Dr. Ray Lamey:** Okay. The other issue is can we stop construction until, halt construction 'til the do something with the drainage?

**Commissioner Johnson:** Dr. Lamey. Dr. Lamey. That's something we're going to have to take up with the APC tonight. That's where the authority's at there.

**Dr. Ray Lamey:** Okay. Okay.

**Commissioner Saylor:** Not with us.

**Dr. Ray Lamey:** Okay, that's fine. Thank you.

**Commissioner Saylor:** Thank you.

**Dr. Ray Lamey:** Thank you for your time.

**Commissioner Phillippe:** Very quickly.

**Mary Nienaber:** A quick question.

**Commissioner Johnson:** You need to come up to the podium.

**Mary Nienaber:** Well, it was just real quick.

**Roger Emmons:** State your name for the record please.

**Mary Nienaber:** Mary Neinabor. We're looking at a mud wall that is reaching their thing. Do we deal with that with you guys? Or...

**Commissioner Phillippe:** Dr. Lamey brought that to our Drainage Board and Storm Water Board meeting today. We saw lots of pictures. And that's going to be addressed I believe at APC as well.

**Commissioner Johnson:** Yep, that's an APC thing.

**Mary Nienaber:** Okay.

**Dr. Ray Lamey:** That's at 6:00 (PM).

**Mary Nienaber:** Okay, because we're like in serious need of help like right now.

**Commissioner Phillippe:** Understood. And you've three (3) Commissioners...

**Commissioner Johnson:** We see that, but we've got to go through the steps.

**Mary Nienaber:** Okay. I just want to make sure I'm talking to the right people. Because, I mean, I ruined a pair of shoes trying to walk on what looks like grass, sinking in mud. And, I mean, I know it's like, oh, it rained today, but that was there, what day, like Friday, the end of last week, and I went and showed him. That soup pit was already there. And it hadn't rained for like three (3) weeks before that. So, whatever they're doing, like they're constantly pounding. I have like where you can see little cave-ins and it's like we need to do something now before our property is like ruined. Because what they, this little orange border that they have up is not doing anything. And if it breaks, our yards are trash.

**Commissioner Saylor:** Bob, is Legal Counsel going to be there tonight for you guys?

**Commissioner Johnson:** I believe he is.

**Commissioner Saylor:** I think he is.

**Commissioner Phillippe:** Got a very, very good APC Board Attorney that will be present.

**Commissioner Saylor:** Yeah, Morrie Doll will, will give you some guidance I think.

**Commissioner Phillippe:** Thank you. Motion?

**Commissioner Saylor:** Make a motion to adjourn.

**Commissioner Phillippe:** Thank you.

**Commissioner Johnson:** Second.

**Commissioner Phillippe:** All in favor?



Commissioner Saylor: Aye.

Commissioner Johnson: Aye.


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

ADJOURNMENT: Meeting adjourned at 5:00 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

  
TERRY PHILLIPPE, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

  
DAN SAYLOR, MEMBER

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

Minutes transcribed by Kristine Georges

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C-20-052  
Commercial References  
Lot 11 North Warrick Industrial Park

BOARD OF COMMISSIONERS:

President  
Member  
Member

ATTEST:  
Auditor  
Date: 8/19/21

MORLEY  
ARCHITECTS & ENGINEERS, L.L.C.

May 26, 2021  
Warrick County Engineer's Office  
102 W Locust Street, Suite 208  
Boonville, IN 47601

Re: Lot 11, North Warrick Industrial Park - Nobles Church Road  
Morley Project # 11223.1.001 B

Bobby,

On behalf of our client, Phink Specialty Films, LLC, we are requesting the release of surety for the commercial driveway at Lot 11 of the North Warrick Industrial Park on Nobles Church Road. We have inspected the driveway and it is in general compliance with the approved permit. The drive has been completed; however, the contractor chose to extend the existing pipe underneath the drive, instead of removing the pipe in order to improve drainage through the area.

Should you have any questions or comments, feel free to contact me.

Thank you,

Jeremy Elrod, P.E.  
Managing Engineer



cc: Phink Specialty Films, LLC  
Warrick APC

FILED  
MAY 27 2021  
WARRICK COUNTY CLERK

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

CERTIFICATE OF COMPLIANCE  
Plan and Specifications - Street Construction

Submission Date: Jan. 6, 2021

Project: Oak Trail  
Project Location: Located on the south side of Oak Grove Road, approximately 1.000 feet south of the Oak Grove Road and LeBaron Road Intersections.

Describe in detail type of street construction

The internal streets will be constructed 40 feet in width with concrete sidewalks and gutters. The sidewalks will consist of 8 inches of 25# steel, 25# inches of 11MA base and 1 1/2" finish of 11MA surface. The acceleration and deceleration lanes will consist of 6 inches of #53 stone, 6 inches of 11MA base and 1 inch of 11MA surface.

FILED  
AUG 9 5 2021  
WARRICK COUNTY CLERK

Name of Street	No. of Linear Ft.	Est. Cost of Construction
White Oak Trail	2,582.00	\$ 258,200.00
Oak Grove	407.00	\$ 40,700.00
Oak Grove Road Deceleration Lane/ Acceleration Lane	725.00	\$ 72,500.00
102# Construction		\$ 33,316.00
TOTAL		\$ 394,316.00

Note: Please refer to the Plan Commission has required sidewalks and what is the estimated cost of the construction.

White Oak Trail: 2,582.00 L.F. = \$258,200.00

Oak Grove: 407.00 L.F. = \$40,700.00

Total Estimated Cost of Street Construction is \$ 333,310.00

Total Estimated Cost of Storm Sewer Construction is \$ 205,500.00



CASH WAGNER & ASSOCIATES, INC.  
CONSULTING ENGINEERS & LAND SURVEYORS

AUGUST 5, 2021

Warrick County Area Plan Commission  
307 W. Locust Street  
Boonville, IN 47601

Re: Villas of Oak Grove - PUD  
and Access to the PUD  
On Project No. 21-020

Storm Sewer & Detention Basins

- 12" R.C.P.
- 18" R.C.P.
- 24" R.C.P.
- 30" R.C.P.
- 18" x 30" Elliptical R.C.P.
- 12" Flared End Section
- 18" Flared End Section
- 30" Flared End Section
- 24" x 30" "J" Box
- 30" x 30" "E" Box
- 12" x 18" Manhole
- Manhole Trash Guard
- Detention Basin Excavation

Quantity	Unit	S/L Unit	Amount to Complete
752	LF	\$22.00	\$16,544.00
821	LF	\$30.00	\$24,630.00
144	LF	\$42.00	\$6,048.00
133	LF	\$54.00	\$7,182.00
168	LF	\$75.00	\$12,600.00
7	EA	\$1,200.00	\$8,400.00
2	EA	\$2,200.00	\$4,400.00
2	EA	\$3,000.00	\$6,000.00
20	EA	\$3,000.00	\$60,000.00
1	EA	\$2,400.00	\$2,400.00
2	EA	\$4,000.00	\$8,000.00
1	LS	\$100,000.00	\$100,000.00
<b>Sub-Total: Storm Sewer &amp; Detention Basins</b>			<b>\$269,732.00</b>
<b>10% Contingency</b>			<b>\$26,973.20</b>
<b>Total: Storm Sewer &amp; Detention Basins</b>			<b>\$296,705.20</b>

Prepared by: *[Signature]*

Client: Villas of Oak Grove  
Indiana Registration # 13040470  
Date: 8-5-2021

FILED

AUG 0 6 2021

WARRICK COUNTY AREA PLAN COMMISSION

cc: Chris Combs  
PNC

414 CITADEL CIRCLE, SUITE B  
EVANVILLE, IN 47718

PH: 812-401-0641  
FAX: 812-401-0503

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

Owner/Owners Name: Chris Combs - Villas of Oak Grove Investments, LLC  
Signature: *[Signature]*  
Address: 5231 Shilohy Creek Lane - Newburgh, IN 47630

I certify that to the best of my knowledge and belief:  
That these plans and specifications for this subdivision are in compliance with the Standards for road and street construction as set forth in the Subdivision Control Ordinance for Warrick County, Indiana.

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

Signature: *[Signature]*  
Typed Name: Glenn Mertz, Jr.  
Engineer:  Licensed Land Surveyor  
Address: 414 Citadel Circle - Suite B



I will perform calculations and methods in preparation of this survey strictly in accordance with the standards approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature: *[Signature]*  
Typed Name: Glenn Mertz, Jr.  
Engineer:  Licensed Land Surveyor  
Address: 414 Citadel Circle - Suite B



Reviewed By: Area Plan Commission  
Reviewed By: County Commissioners  
Date: 8/5/21

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS  
7 DAY OF August 20 21

*[Signature]*  
Secretary

*[Signature]*  
Commissioner

Additional Space for Comments:

FILED  
JUL 06 2021  
WARRICK COUNTY COMMISSION

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and

*KLING STUBBINS SURVEY, LLC*  
Land Surveying & Consulting  
2000 North State Street  
Columbus, IN 47201

Cell Phone: (812) 319-3910  
Fax: (812) 319-3910  
Site Location: McNeely Manor-Herricks Drive

Date: July 6, 2021  
From: Chad Wagner, PS

**COST ESTIMATE**

*Kling-Stubbins Survey, LLC*  
1000 North State Street  
Columbus, IN 47201

Cell Phone: (812) 319-3910  
Email: [chad@klingstubbins.com](mailto:chad@klingstubbins.com)  
Fax: (812) 319-3910

Site Location: Herricks Drive-McNeely Manor  
McNeely Acres in Deon Township.

Material quantities and prices are as follows:  
- Earthwork: \$1,000  
- TOTAL: \$2,000

Respectfully submitted,  
*Chad A. Wagner*

Chad A. Wagner, PS  
LS 21700015  
Geosurveyor of Warrick-Wagner Survey, LLC

Date: July 6, 2021  
From: Chad Wagner, PS

FILED  
JUL 06 2021  
WARRICK COUNTY CLERK

FILED  
JUL 06 2021  
WARRICK COUNTY CLERK

WARRICK COUNTY, INDIANA  
Board of County Commissioners  
Court House  
Bloomington, IN 47401

**CERTIFICATE OF COMPLIANCE**  
Plan and Specifications - Street Construction

Submission Date: 7-6-2021  
Probable Start Construction: August 2021  
Probable Finish Construction: September 2021  
Project Location: End of Herricks Drive

Describe in detail type of street construction:  
20' Gravel

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WARRICK COUNTY CLERK

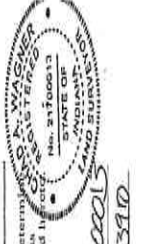
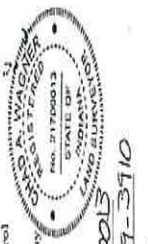
Name of Street	No. of Linear Ft.	Est. Cost of Construction
Herricks Drive	50	\$ 2,000
TOTAL		\$
Name of Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction: N/A		
Total Estimated Cost of Street and Sidewalk Construction is \$ 2,000		

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

Owner/Owners Name: *Lesley McNeely*  
 Signature: *Lesley McNeely*  
 Address: *2500 New Harmony Road, Beeville, TX 77601*

I certify that to the best of my knowledge and belief:  
 that the above named subdivision was in compliance with the Ordinance for Warrick County, Indiana.  
 That the plans and specifications as presented and attached hereto are under my control and control and were created by my employees and me.

Signature: *Chad A. Wagner*  
 Engineer: *Chad A. Wagner*  
 Address: *1000 St. Johns Rd, Columbus, IN 47410* Phone No.: *812-319-3910*



I will perform reasonable and periodic inspection of this project during construction to determine compliance with the plan and specifications as submitted and attached hereto and approved by the Warrick County Commissioners, Warrick County, Indiana, and attached hereto.

Signature: *Chad A. Wagner*  
 Engineer: *Chad A. Wagner*  
 Address: *1000 St. Johns Rd, Columbus, IN 47410* Phone No.: *812-319-3910*

Reviewed By: Area Plan Commission  
 Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Reviewed By: County Engineer  
 Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_

By: *Chad*

FILED  
JUL 06 2021  
WARRICK COUNTY CLERK

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 9th DAY OF August, 2021

*[Signature]*  
PRESIDENT  
JULIE H. RYAN  
MEMBER  
Sara Kay P.  
MEMBER

ATTEST:  
*[Signature]*  
COUNTY AUDITOR  
Additional Space for Comments:

FILED  
JUL 06 2021  
WARRICK COUNTY  
AREA PLAN COMMISSION

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and

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

Certificate of Compliance – Miners Ridge  
Plan and Specifications – Street Construction

Submission Date: July 6, 2021  
Probable Start Construction: August 2021  
Probable Finish Construction: August 2026

Project Location: Property located on the South side of Boonville New Harmony Road in  
Boonville, IN 47613, a distance of 0 feet East of the intersection of Boonville New Harmony  
Road and Three Lakes Drive.

Describe in detail type of street construction:

0 LF of 30' (Back-of-Curb to Back-of-Curb) roadway consisting of twenty-six (26) feet of  
concrete pavement or asphalt pavement with two (2) foot wide curb and gutter along each side.  
It shall have:

- 1) 6" Concrete Pavement
- 2) 4" Granular Base - #53

- Or
- 1) 1.5" HAC surface type B
- 2) 2.5" HAC binder - base
- 3) 4" granular base - #53
- 4) 4" granular base - #8

All storm sewers shall be High Density Polyethylene (HDPE), or Re-inforced Concrete Pipe  
(RCP) where specified.

All earthwork shall be compacted to 95% standard proctor.

Lawn area within the roadway right-of-way and all drainage ditches and swales to be seeded.

TOTAL Streets - \$0

TOTAL Signs - \$0

TOTAL Miscellaneous - \$0

TOTAL Storm Sewer - \$0

TOTAL Sidewalks - \$0

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FILED  
JUL 06 2021  
WARRICK COUNTY  
AREA PLAN COMMISSION

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

Owner name: Briggs West - Vice President, American Land Holdings of Indiana, LLC  
Signature: [Signature]  
Address: 701 Market Street, St. Louis, MO 63101-1628

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

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

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

Signature: [Signature]  
Typed Name: James E. Morley  
Engineer: X Licensed Land Surveyor Ind. Reg. No. 10100250  
Address: 4800 Rosebud Lane, Newburgh, IN 47930 Phone No. 812-464-9658



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

Signature: [Signature]  
Typed Name: James E. Morley  
Engineer: X Licensed Land Surveyor Ind. Reg. No. 10100250  
Address: 4800 Rosebud Lane, Newburgh, IN 47930 Phone No. 812-464-9658



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FILED  
JUL 06 2021  
WARRICK COUNTY  
AREA PLAN COMMISSION

Reviewed By: Area Plan Commission  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_

By: \_\_\_\_\_

Reviewed By: County Engineer  
Date: 8/12/21 Comments: Good drawings meet being checked for Warrick County

By: [Signature]  
Approval granted by the Board of County Commissioners this 9 day of August, 2021.

President: [Signature]  
Member: [Signature]  
Member: [Signature]

Attest: [Signature]  
County Auditor

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the County Clerk, County Commission and the County Engineer. One Copy shall be retained by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

FILED  
JUL 06 2021  
ARRICK COUNTY COMMISSION

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

Certificate of Compliance - Belmore Landing Section 1A  
Plan and Specifications - Street Construction

Submission Date: July 6, 2021  
Probable Start Construction: August 2021  
Probable Finish Construction: August 2026  
Project Location: Property located on the North Side of High Pointe Drive, Newburgh, IN 47630, a distance of 0 feet East of the intersection of High Pointe Drive and Libbert Road.  
Describe in detail type of street construction:  
0 LF of 30' (Back-of-Curb to Back-of-Curb) roadway consisting of twenty-six (26) feet of concrete pavement or asphalt pavement with two (2) foot wide curb and gutter along each side. (if shall have):  
Concrete Pavement \_\_\_\_\_ Or \_\_\_\_\_  
1) 6" Concrete Pavement  
2) 4" Granular Base - #53  
Asphalt Pavement \_\_\_\_\_  
1) 1.5" HAC surface type B  
2) 1.5" Binder - #53  
3) 4" granular base - #53  
4) 4" granular base - #8  
All storm sewers shall be High Density Polyethylene (HDPE), or Re-inforced Concrete Pipe (RCP) where specified.  
All earthwork shall be compacted to 95% standard proctor.  
Lawn area within the roadway right-of-way and all drainage ditches and swales to be seeded.  
TOTAL Streets - See attached engineer cost estimate  
TOTAL Signs - See attached engineer cost estimate  
TOTAL Miscellaneous - See attached engineer cost estimate  
TOTAL Storm Sewer - See attached engineer cost estimate  
TOTAL Sidewalks - See attached engineer cost estimate

FILED  
JUL 06 2021  
ARRICK COUNTY COMMISSION

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

Owner name: Jeff Troxel - Member, Cardinal Crossing LLC  
Signature: [Signature]  
Address: 4805 State Road 351 E, Henderson, KY 42420

I certify that to the best of my knowledge and belief:  
That these plans and specifications for this subdivision are in Compliance with the Ordinance for Warrick County, Indiana.

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

Engineer: X James E. Morley Licensed Land Surveyor  
Address: 4800 Rosebud Lane, Newburgh, IN 47630



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

Engineer: X James E. Morley Licensed Land Surveyor  
Address: 4800 Rosebud Lane, Newburgh, IN 47630



FILED  
JUL 06 2021  
WARRICK COUNTY COMMISSION

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Reviewed By: Area Plan Commission  
 Date: \_\_\_\_\_ Comments: \_\_\_\_\_

By: \_\_\_\_\_

Reviewed By: County Engineer  
 Date: 8/12/21 Comments: \_\_\_\_\_

By: *[Signature]* 7 day of  
 Approval granted by the Board of County Commissioners this \_\_\_\_\_ day of August 2021.

President  
*[Signature]*  
 Member  
*[Signature]*

County Auditor  
*[Signature]*

Additional Space for Comments:

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

FILED  
 JUL 06 2021  
 WARRICK COUNTY  
 AREA PLAN COMMISSION

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**MORLEY**  
 ARCHITECTS | ENGINEERS | CONSULTANTS

812-464-9585 office 812-464-2514 fax  
 4800 Rosebud Ln., Noblesville, IN 47630  
 morleycorp.com

July 6, 2021  
 Warrick County Engineer's Office  
 Attn: Bobby Howard, PE  
 107 W. Locust St. Suite 208 Courthouse  
 Boonville, IN 47601

Re: No Road Improvements Request Letter  
 Bellmoore Landing Section 1A  
 Morley Project #11571-4-002-B

Dear Bobby,  
 On behalf of Cardinal Crossing LLC, we are requesting that this project require no road improvements to High Pointe Drive and Libbert Road. High Pointe Drive currently does not have the minimum through traffic volume to meet MPO auxiliary lane warrants. If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Sincerely,  
*[Signature]*  
 James E. Morley, P.E., P.S.  
 President

cc: Cardinal Crossing LLC  
 File  
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FILED  
 JUL 06 2021  
 WARRICK COUNTY  
 AREA PLAN COMMISSION

WARRICK COUNTY, INDIANA  
 County Commissioners  
 47601

CERTIFICATE OF COMPLIANCE  
 Plan and Specifications - Street Construction

Submission Date: 8/4/21  
 Probable Start Construction: 8/15/21  
 Probable Finish Construction: 8/17/21  
 Project Location: 30-65-7W- Fortson Road - Private R.I.  
 Corridor - Two Creek Bridge

Describe in detail type of street construction:  
 Remove Existing Vegetation, Lay 111 feet of 8" or.  
 New woven geo-textile fabric, Lay 4" thick  
 # 53 Stone and 2" thick # 8 Stone  
 Grade & Match Existing Grade  
 Revised 8-4-21 MLL

Name of Street	No. of Linear Ft.	Est. Cost of Construction
Fortson Rd (Private)	111	\$2,000
TOTAL		\$

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction: NONE

Total Estimated Cost of Street and Sidewalk Construction is \$2,000.00

Geo-Text - Fab - \$250  
 20 Ton # 53 \$1,250  
 8 Ton # 8 \$100  
 10.50

I/We, the Owner/Owners of the above named subdivision certify that the information given above is true and correct and that the same was prepared in accordance with the provisions and specifications on attached and attached hereto.

Owner/Owners Name: 1206423 L. B. 39424  
Signature: James P. Murphy by James P. Murphy L.P.A.  
Address: 1206423 L. B. 39424, Spencer, Ind. 47460

I certify that to the best of my knowledge and belief:  
That the above plat and specifications for this subdivision are in compliance with the Standards for road and street construction set forth in the Subdivisions Control Ordinance for Warrick County, Indiana.

That the plans and specifications as prepared and attached hereto are under my personal supervision and control and were created by my employees and me.

Signature: MCB  
Typed Name: Marc Chasness  
Engineer: Marc Chasness Licensed Land Surveyor Ind. Reg. No. 160020  
Address: 12505 CR 700 Phone No.: 317 488 8470  
REPORT IN 9763 SEAL

I will perform reasonable and periodic inspection of this project during construction to determine if the same is in compliance with the above specifications and standards approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature: MMR  
Typed Name: Marc Chasness  
Engineer: MCB Licensed Land Surveyor Ind. Reg. No. 160020  
Address: SEMI Phone No.: SEMI SEAL

Reviewed By: \_\_\_\_\_ County Commissioner  
Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ County Engineer  
Date: 8/19/21 Comment: and accepted  
by: EMC

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS DAY OF August 2021

Signature of Board Member  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature of Consultant  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for record construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the office of the Area Plan Commission and

GROUND WATER

APPROVED AUG 09 2021

FILED

AUG 18 2021

Signature of Clerk

SPECIFIC SERVICES AGREEMENT

This Specific Services Agreement, executed this 9<sup>th</sup> day of August 2021, is entered into by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47609 hereinafter referred to as "EMC" and Environmental Management, Inc. (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant.

WITNESSETH

The Client hereby engages the services of the Consultant to provide semi-annual (May and November) groundwater sampling and analytical testing for seven (7) wells on the property located at 1206423 L. B. 39424 in Spencer, Indiana for the purpose of monitoring groundwater quality at Landfill. EMC agrees to provide all services required by the Indiana Department of Environmental Management for Warrick County's closed landfill which, is under the jurisdiction of IDEM including without limitation the following services:

SCOPE OF WORK

1. Provide updated ground water monitoring (background) data, statistical Prediction Limits. The update will be in accordance with the facility's approved Statistical Evaluation Plan (STEP).
2. Measure the static water level in each of the seven (7) existing groundwater wells and three piezometers that are located on the subject property. The static water levels will be utilized to determine the direction of groundwater flow on the property and to aid in the determination of the proper volume of water to purge from the wells prior to sampling.
3. Provide sampling of the seven existing groundwater wells located at the landfill. Each groundwater monitoring well will be purged a minimum of three (3) well volumes before sampling. Field measurements of the groundwater quality will be monitored during the sampling process and recorded on the appropriate groundwater sample collection form. All sampling will be conducted as outlined in the facility Quality Assurance Plan (QAP). This includes assessment sampling for MW-22 now required by IDEM.
4. Provide chemical groundwater analysis for the groundwater parameters as outlined in the facility QAP in order to establish analytical documentation of the groundwater quality. Included in the above analysis are the following quality assurance/quality control samples: appropriate one (1) duplicate sample per twenty (20) samples collected and one (1) blank sample per one (1) duplicate sample. Statistical analysis of the data will be seven (7) to ten (10) business days following the day of sample receipt at the laboratory. A level III data package will be provided for all analyses.
5. This includes assessment analysis for MW-22 now required by IDEM. This will be performed during the November sampling event.
6. Develop a record-keeping package and written Semi-Annual Monitoring Report of all activities involved in the sampling, complete with all significant aspects of the operation and

ORIGINAL



copies of all necessary legal documentation (i.e. analytical reports, groundwater flow map, etc.). One electronic copy of the report will be submitted to the Indiana Department of Environmental Management (IDEM) on the Warrick County Commissioners behalf. In addition, a digital dataset of the monitoring well sampling results will be maintained and submitted to IDEM with the Semi-Annual Monitoring Report. The digital dataset will be in Microsoft Excel format and shall include sample, duplicate and trip blank laboratory results and field measured parameters.

**PAYMENT**

The cost for the services described herein will be Fourteen Thousand Six Hundred Ninety-Six Dollars and Fifty Cents (\$14,696.50). Any unforeseen cost overruns must be approved in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, or conditions not incorporated or referenced herein shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

**ADDITIONAL TERMS**

Independent contractor. It is understood and agreed by the parties that EMC is an independent contractor and shall perform the services according to his own means and methods and shall for all purposes be an independent contractor.

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

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

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**NON-COLLUSION AND ACCEPTANCE.** The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, information, belief, and reasonable belief, entered into any combination, collusion or agreement to receive or bid the work hereunder, and that he/she has not, nor has any other member, agent, officer or representative of the Contractor, entered into any combination, collusion or agreement for the execution of this Contract other than that which appears upon the face of this Contract.

**ACCEPTANCE**

Environmental Management Consultants, Inc. is hereby authorized to furnish all materials and labor required to complete the work referenced in the preceding Specific Services Agreement upon receipt of an authorized purchase order according to the terms of the above payment section or by signing below. Through issuance of a purchase order or by signing below, the Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

The term of this Agreement is for one (1) year or two (2) sampling events. The Consultant hereby accepts such engagement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.




**GOVERNING LAW**

This agreement shall be construed in accordance with the laws of the State of Indiana.


IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

**CLIENT**

Warrick County Commissioners

  
Dan Saylor  
  
Terry Robinson  
  
Robert Johnson

**CONSULTANT**

Environmental Management  
Consultants, LLC  
  
Roger Cohen  
Director

Date: July 28, 2021

**NOTE:** Please consider this agreement as confidential and restrict the unauthorized disclosure to any other party. Thank you.

1. **Client and Environmental Management Consultants, Inc.**, an Indiana corporation (hereinafter referred to as "Client") and **Environmental Management Consultants, Inc.**, an Indiana corporation (hereinafter referred to as "EMC"), have entered into this Specific Services Agreement, which is incorporated herein by reference. The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties:
  - 1. Definitions:** The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties:
    - "Client" shall mean the entity that enters into this Agreement with EMC for the purpose of securing the Services of EMC.
    - "Specific Services Agreement" is this Specific Services Agreement executed by and between the Client and EMC that outlines the specific activities, which EMC is to perform for the Client.
    - "Services" are those activities that EMC is to perform Services according to the description in the Specific Services Agreement.
    - "Contract Documents" include the Specific Services Agreement and those General Contract "Agreement" shall include the terms and conditions of this General Contract Conditions and those terms and conditions of the Specific Services Agreement and the Invitation To Quote.
    - "Standard Project Conditions" - The Client shall designate an individual to act on its behalf to coordinate the project and secure all relevant information to which the Client has access. This individual shall be available to EMC at all times during the project and shall be available for consultation during all hours of the business day. The Client shall be responsible for any delays in the project which are beyond its control.
    - "Site" shall mean the location of the project, as well as any other locations where EMC may be required to perform Services for the Client. The Client further agrees to coordinate with EMC in helping it determine the location of the project and the location of any other locations where EMC may be required to perform Services for the Client. The Client shall be responsible for obtaining all necessary permits and approvals for the Client's activities and to ensure the safety of all ongoing operations to the extent of the Client's responsibility for each Site.
    - EMC'S RESPONSIBILITIES:**
      - **Standard of Performance** - All work shall be performed in accordance with commonly accepted scientific, environmental and engineering practices. EMC shall be held liable for any work that is not completed with the degree of care and skill usually exercised by environmental consulting companies and consultants in the performance of similar work under similar circumstances and conditions. EMC shall be held liable for any work that is not completed with the degree of care and skill usually exercised by environmental consulting companies and consultants in the performance of similar work under similar circumstances and conditions. EMC shall be held liable for any work that is not completed with the degree of care and skill usually exercised by environmental consulting companies and consultants in the performance of similar work under similar circumstances and conditions.
      - **Scope of Work** - EMC shall be responsible for the design, development, construction, testing, and commissioning of all instrumentation and control systems required for the project. EMC shall be responsible for the design, development, construction, testing, and commissioning of all instrumentation and control systems required for the project.
2. **Qualifications:** EMC shall be a corporation duly organized under the laws of the State of Indiana and shall be licensed to practice its profession in the State of Indiana. EMC shall be licensed to practice its profession in the State of Indiana. EMC shall be licensed to practice its profession in the State of Indiana.
3. **Standard of Performance:** All work shall be performed in accordance with commonly accepted scientific, environmental and engineering practices. EMC shall be held liable for any work that is not completed with the degree of care and skill usually exercised by environmental consulting companies and consultants in the performance of similar work under similar circumstances and conditions. EMC shall be held liable for any work that is not completed with the degree of care and skill usually exercised by environmental consulting companies and consultants in the performance of similar work under similar circumstances and conditions.
4. **Qualifications:** EMC shall be a corporation duly organized under the laws of the State of Indiana and shall be licensed to practice its profession in the State of Indiana. EMC shall be licensed to practice its profession in the State of Indiana. EMC shall be licensed to practice its profession in the State of Indiana.
5. **Standard of Performance:** All work shall be performed in accordance with commonly accepted scientific, environmental and engineering practices. EMC shall be held liable for any work that is not completed with the degree of care and skill usually exercised by environmental consulting companies and consultants in the performance of similar work under similar circumstances and conditions. EMC shall be held liable for any work that is not completed with the degree of care and skill usually exercised by environmental consulting companies and consultants in the performance of similar work under similar circumstances and conditions.

6. **Overseas:** Under no circumstances shall this Agreement or any activity by EMC cause EMC to be liable for any activity in any other country. EMC shall be held liable for any activity in any other country.
7. **Limitation of Liability:** In no event shall EMC be held liable for any activity in any other country. EMC shall be held liable for any activity in any other country.
8. **Force Majeure:** In no event shall EMC be held liable for any activity in any other country. EMC shall be held liable for any activity in any other country.
9. **Assignment:** In no event shall EMC be held liable for any activity in any other country. EMC shall be held liable for any activity in any other country.
10. **Entire Agreement:** In no event shall EMC be held liable for any activity in any other country. EMC shall be held liable for any activity in any other country.
11. **Dispute Resolution:** In no event shall EMC be held liable for any activity in any other country. EMC shall be held liable for any activity in any other country.

ME THANE MONITORING

APPROVED AUG 09 2021

FILED

AUG 18 2021

*Deborah Johnson*

SPECIFIC SERVICES AGREEMENT

This Specific Services Agreement, executed this 9<sup>th</sup> day of August, 2021, is entered into by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47601, herein referred to as the Client, and Environmental Management Consultants, Inc. (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant.

WITNESSETH

The Client hereby engages the services of the Consultant to provide quarterly methane monitoring for thirty-six (36) Gas Detection Probes and prepare methane monitoring reports for the Warrick County Landfill No. 2 located at 1111 Pelzer Road in Boonville, Indiana. EMC agrees to provide all services required by the Client, and Environmental Management Consultants, Inc. (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant, for Warrick County's closed landfill which, is under the jurisdiction of IDEM including without limitation the following services:

SCOPE OF WORK

1. Conduct quarterly methane monitoring of the thirty-six (36) methane gas detection probes installed along the perimeter of the Warrick County Landfill No. 2. Monitoring will include the use of a landfill gas measurement meter. Methane, oxygen, and carbon dioxide will be checked on a quarterly basis.
2. Develop a record-keeping package and written Quarterly Methane Monitoring Report, complete with all significant aspects of the monitoring and copies of all necessary legal documentation. One electronic copy of the report will be submitted to the Indiana Department of Environmental Management (IDEM) on the Warrick County Commissioners' maintained and digitized database. The gas detection probes will be checked on a quarterly basis and submitted to IDEM with a digital spreadsheet. The digital spreadsheet will be in an Excel spreadsheet format and shall include date, location, and sample results.

PAYMENT

The cost for the services described herein will be Three Thousand Eight Hundred Dollars (\$3,800.00) for the year. All payment obligations shall be due to EMC by the Client on a quarterly basis and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, or conditions not incorporated or referenced herein shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

ADDITIONAL TERMS

Independent contractor. It is understood and agreed by the parties that EMC is an independent contractor and shall perform the services according to his own means and methods and shall for all purposes be an independent contractor.

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

Antidiscrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Any breach of this covenant may be regarded as a material breach of the contract. The contract is intended to be an enforceable contract that shall be binding upon regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract any part of this Contract. The Contractor may assign its right to receive payments due under this Contract to any party it chooses. The Contractor shall provide evidence of such assignment to the Contract Representative thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

NON-COLLUSION AND ACCEPTANCE. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement with any other person or entity, or offered to enter into any combination, collusion or agreement with any other person or entity for the purpose of procuring any part of the money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

ACCEPTANCE

Environmental Management Consultants, Inc. is hereby authorized to furnish all materials and labor required to complete the work referenced in the preceding Specific Services Agreement upon receipt of an authorized purchase order according to the terms of the above payment section or by signing below. Through issuance of a purchase order or by signing below, the Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

The term of this Agreement is for one (1) year or two (2) sampling events. The Consultant hereby accepts such engagement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.

ORIGINAL

GOVERNING LAW

This agreement shall be construed in accordance with the laws of the State of Indiana. IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

CLIENT

Warrick County Commissioners

Dan Saylor
Terry Williams
Robert Johnson

CONSULTANT

Environmental Management Consultants, Inc.

Roger Cohen
Director

Date: July 27, 2021

NOTE: Please consider this agreement as confidential and restrict the unauthorized disclosure to any other party. Thank you.

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Client and Environmental Management Consultants, Inc., an Indiana corporation (hereinafter referred to as "EMC"), and the Client have entered into this Specific Services Agreement for an environmental monitoring and testing project. The Client and EMC have agreed to the terms and conditions set forth in this Specific Services Agreement.

- 1. Relationship: The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties:
2. Designated Project Contact: The Client shall designate an individual to act on its behalf to perform the services of EMC.
3. EMC's Responsibilities: All work shall be performed in accordance with commonly accepted standards of performance...
4. Indemnification: The Client agrees to save harmless and indemnify EMC from any and all claims by third parties...
5. Force Majeure: In no event shall EMC have responsibility or liability to the Client for any failure to perform...
6. Confidentiality: It is understood that any and all information delivered in the course of EMC's work shall be confidential...
7. Dispute Resolution: In the event of any dispute arising out of or relating to this Agreement...

General Contract Conditions
10. Indemnification: Under no circumstances shall this Agreement or any actions by EMC cause EMC to be liable for any damages, including but not limited to, the removal or underground storage tank or petroleum products...
11. Representations - EMC may advise the Client regarding the status of environmental conditions of the Site and potential actions for the Client. These recommendations shall in no way be construed as legal advice...

LANDFILL INSPECTIONS

APPROVED AUG 0 8 2021

FILED AUG 1 8 2021

SPECIFIC SERVICES AGREEMENT

This Specific Services Agreement, executed this 17th day of AUGUST, 2021, is entered into by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47601, herein referred to as the Client, and Environmental Management Consultants, Inc. (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant.

WITNESSETH

The Client hereby engages the services of the Consultant to provide semi-annual (May and November) landfill inspection and reporting for the Warrick County Landfill No. 2 located at 1111 Pelzer Road in Boonville, Indiana. EMC agrees to provide all services required by the Indiana Department of Environmental Management for Warrick County's closed landfill which is under the jurisdiction of IDEM including without limitation the following services:

SCOPE OF WORK

- 1. Conduct semi-annual landfill inspections. These inspections will include the following items to be inspected to determine condition: Road Conditions, Landfill Cap, Landfill Gas Monitoring Wells, Groundwater Monitoring Wells, Groundwater Piezometers, and Stormwater Runoff Control. Document condition with photographs as appropriate. This proposal includes two inspection events (Spring and Fall).
3. Develop a record-keeping package and written Semi-Annual Landfill Inspection Report, complete with all significant aspects of the inspection and copies of all necessary legal documentation. One electronic copy of the report will be submitted to the Indiana Department of Environmental Management (IDEM) on the Warrick County Commissioners behalf.

PAYMENT

The cost for the services described herein will be One Thousand Eight Hundred Dollars (\$1,800.00) for the year. Any unforeseen cost overruns must be approved in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, or conditions not incorporated or referenced herein shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

ADDITIONAL TERMS

Independent contractor. It is understood and agreed by the parties that EMC is an independent contractor and shall perform the services according to his own means and methods and shall for all purposes be an independent contractor.

Condition precedent. As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization and appropriation of funds to fund its portion

of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, the contract is void pursuant to Indiana Code § 36-2-6-12(d).

Antidiscrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any employee or applicant for employment, in the performance of work hereunder, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be a cause of action under applicable laws, agreement. Acceptance of this agreement by the undersigned constitutes an irrevocable and exclusive agreement, in whole or in part, with applicable federal laws, regulations, orders, and prohibitions, discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative within 30 days of the date of any payment to assigned third party. The Contractor shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

NON-COLLUSION AND ACCEPTANCE. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or entered into an agreement, written or oral, with any other person or entity, which has not been disclosed or paid any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

ACCEPTANCE

Environmental Management Consultants, Inc. is hereby authorized to furnish all materials and labor required to complete the work as set forth in the preceding Specific Services Agreement unless otherwise noted. The undersigned hereby agrees to the terms and conditions of the above payment section or by signing below. Through issuance of a purchase order or by signing below, the Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

The term of this Agreement is for one (1) year or two (2) sampling events. The Consultant hereby accepts such engagement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.

GOVERNING LAW

This agreement shall be construed in accordance with the laws of the State of Indiana.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

2

CLIENT

Warrick County Commissioners

Dan Saylor

Terry Phillippe

Robert Johnson

CONSULTANT

Environmental Management Consultants, Inc.

Robert Cohen

Director

Date: July 27, 2021

NOTE: Please consider this agreement as confidential and restrict the unauthorized disclosure to any other party. Thank you.

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General Contract Conditions

1. **Client and Environmental Management Consultants, Inc.**, an Indiana corporation (hereinafter referred to as "EMC"), agrees that the following provisions shall be a part of their Agreement, in conjunction with the Specific Services Agreement, and shall be binding on both parties to the Agreement. The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties:
  - a. **Relationship:** The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties:
    - i. "Specific Services Agreement" is the Specific Services Agreement executed by and between EMC and the Client, which shall be the only agreement between the Client and EMC for the performance of the Specific Services Agreement.
    - ii. "Client" is the location where EMC is to perform Services according to the description in the Specific Services Agreement.
    - iii. "Services" are the work to be performed by EMC as described in the Specific Services Agreement.
    - iv. "Contract" means the Specific Services Agreement and the Invitation To Quote.
    - v. "Agreement" shall include the terms and conditions of this General Contract Conditions and those terms and conditions of the Specific Services Agreement and the Invitation To Quote.
2. **Client Representation:** The Client shall designate an individual to act on its behalf to coordinate the project and receive all relevant information to which the Client has access. This individual shall be responsible for providing EMC with all necessary information, including but not limited to, the location, the nature of the work, and the schedule. EMC shall not assume liability for any information not provided by the Client.
  - a. **Site Access:** The Client shall provide EMC, its employees, agents, and subcontractors with access to the Client's site and all necessary information to which the Client has access. EMC shall not assume liability for any information not provided by the Client.
  - b. **Site Safety:** EMC shall be responsible for the safety of its employees, agents, and subcontractors on the Client's site. EMC shall not assume liability for any information not provided by the Client.
  - c. **Site Security:** EMC shall be responsible for the security of its employees, agents, and subcontractors on the Client's site. EMC shall not assume liability for any information not provided by the Client.
3. **EMC's Responsibilities:** All work shall be performed in accordance with applicable codes, standards, and engineering practices and in a professional and workmanlike manner. All work shall be completed within the time frame specified in the Specific Services Agreement. EMC shall be responsible for the safety of its employees, agents, and subcontractors on the Client's site. EMC shall not assume liability for any information not provided by the Client.
  - a. **Professional Liability:** EMC shall be responsible for its own professional liability. EMC shall not assume liability for any information not provided by the Client.
  - b. **Contractual Liability:** EMC shall be responsible for its own contractual liability. EMC shall not assume liability for any information not provided by the Client.
  - c. **Indemnification:** EMC shall be responsible for its own indemnification. EMC shall not assume liability for any information not provided by the Client.
4. **Force Majeure:** In no event shall EMC be responsible for any delay or non-performance of the Specific Services Agreement caused by acts of God, war, terrorism, or other events beyond EMC's control. EMC shall not assume liability for any information not provided by the Client.
5. **Assignment:** EMC shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative within 30 days of the date of any payment to assigned third party. The Contractor shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
6. **Non-Collusion and Acceptance:** The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or entered into an agreement, written or oral, with any other person or entity, which has not been disclosed or paid any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.
7. **Governing Law:** This agreement shall be construed in accordance with the laws of the State of Indiana. IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

**ORDINANCE 2021-27**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING TITLE VII, OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA**

**WHEREAS**, Ind. Code 36-9-2, *et seq.*, authorizes the Board of Commissioners of Warrick County to regulate the use of public ways;

**WHEREAS**, Chapter 70 of the Warrick County, IN Code of Ordinances of Warrick County sets forth the traffic rules for those vehicles operated on or across Warrick County highways;

**WHEREAS**, the Board of Commissioners of Warrick County desires to amend Chapter 70 as hereinafter set forth;

**WHEREAS**, Chapter 72, Schedule II of the Warrick County, IN Code of Ordinances of Warrick County sets forth restrictions on the weight of vehicles that may be operated on certain Warrick County Roadways;

**WHEREAS**, the Warrick County Highway Engineer recommends amending Chapter 72, Schedule II of the Warrick County, IN Code of Ordinances are more particularly described below; and

**WHEREAS**, the Board of Commissioners of Warrick County has reviewed the recommendation of the Warrick County Highway Engineer and desires to amend Chapter 70 and Chapter 72, Schedule II of the Warrick County, IN Code of Ordinances as more particularly described below.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA THAT:**  
**Title VII of the Code of Ordinances of Warrick County, Indiana, is hereby amended as follows:**

**CHAPTER 70: TRAFFIC CODE**

**§ 70.01 VEHICLE SPEED LIMITS**

(A) It shall be unlawful for any person to operate, or move, a motor vehicle on and across county highways at a speed limit greater than thirty-five (35) miles per hour except as hereinafter provided.

(B) Whenever road conditions and traffic conditions warrant, the Board of Commissioners shall reserve the right by resolution to post highways at different speed limits than as hereinabove set forth and when said limits are so posted, said posted limits shall prevail as the existing speed limit on the highway.

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**ORDINANCE 2021-27**

(C) The state traffic laws regulating the speed of vehicles shall be applicable on all roads within the county, except as the Board of Commissioners shall declare and determine certain speed regulations as applicable on specified roads or in certain areas, from time to time. Such declarations and determinations shall be made upon the recommendation of the County Highway Engineer that the maximum speed permitted by the state traffic laws is greater or less than reasonable and safe under the conditions found to exist after engineering and traffic investigation in accordance with Ind. Code 9-21-5-6.

i. The County Highway Department shall have the power to place and maintain all necessary signs when and as required in order to regulate traffic in accordance with the declarations and determinations of the Board of Commissioners posting the necessary signs on or at the entrances to the entrances to the roads or part or parts thereof affected in a position most appropriate.

ii. It shall be a violation of this § 70.01(C) for any person to drive a vehicle at a speed in excess of any speed so declared by the Board of Commissioners when signs are in place giving notice thereof.

Penalty, see § 70.99.

**TRAFFIC-CONTROL DEVICES**

**§ 70.02**

(A) The state traffic laws regulating traffic-control signs, signals, and devices used to regulate traffic, including intersection control, truck routes, weight restrictions on bridges and roads, and road use restrictions for trucks, semi-tractors, and semi-trailers, shall be applicable on all roads within the county, except as the Board of County Commissioners shall declare and determine certain regulations concerning such traffic-control signs, signals, and devices as applicable on specified streets or in certain areas, from time to time. Such declarations and determinations shall be made upon the recommendation of the County Highway Engineer that, under the conditions found to exist after engineering and traffic investigations, certain traffic control signs, signals, and devices are needed in order to regulate traffic.

(B) The County Highway Department shall have the power to place and maintain traffic-control signs, signals, and devices when and as required in order to regulate traffic in accordance with the declarations and determinations of the Board of Commissioners.

(C) It shall be a violation of this § 70.02 for an operator of a vehicle to fail to obey any traffic-control sign, signal, or device so declared by the Board of Commissioners when such signs, signals, or devices are in place, unless otherwise directed to proceed by a police officer.

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**ORDINANCE 2021-27**

Penalty, see § 70.99.

**GENERAL PARKING REGULATIONS**

**§ 70.03**

(A) The state traffic laws regulating parking shall be applicable upon all roads within the county, except as the Board of Commissioners shall determine certain regulations concerning the prohibition or regulation of parking applicable upon specified streets or in certain areas, from time to time. Such declarations shall be made upon the recommendation of the County Highway Engineer that, under the conditions found to exist after engineering and traffic investigations, certain prohibitions or regulations are needed in order to regulate parking.

(B) The County Highway Department shall have the power to place and maintain painted signs or markers on the curb and on avenues, streets or lots to designate parking spaces. Each vehicle parked along side of, or adjacent to, any curb or sidewalk shall be parked in a parking space so designated. It shall be a violation of this section to park any vehicle across any such line or mark or to park any such vehicle in such a way that the vehicle shall not be within the area so designated by the lines or marks.

(C) No owner or person in control of a vehicle shall allow that vehicle to occupy, in whole or in part, more than one parking space at a time.

(D) It shall be a violation of this section for any person in control of a vehicle to fail to obey any sign or marker declared by the Board of County Commissioners when such signs or markers are in place giving notice thereof.

Penalty, see § 70.99.

**PARKING REGULATIONS FOR COUNTY PARKING SITE**

**§ 70.04**

(A) Parking on the parking site on the premises defined herein on the weekdays Monday through Friday and during the hours of 7:30 a.m. to 4:30 p.m. shall be reserved for the employees and officers of the county. Any person who parks a vehicle on the parking site shall be provided by the issuance to the owner thereof of a parking permit sticker which shall be affixed to the rear of any such motor vehicle.

(B) No motor vehicle shall be parked within or upon said parking site unless said motor vehicle shall display a parking permit sticker as provided herein.

(C) Any unauthorized vehicle parked on the parking site defined herein may be towed away at the owner's expense.

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**ORDINANCE 2021-~~27~~**

- (D) Signs shall be erected and maintained on the parking site defined herein, which said signs shall inform the general public of the restricted nature of parking therein on the above mentioned days and during the above mentioned hours and unauthorized vehicles parked therein may be towed at the owners expense, and the owner of an unauthorized vehicle parked therein may be subject to criminal prosecution.
- (E) The jurisdiction to enforce this and all other parking regulations upon the parking site defined herein shall be vested in the County, or any police officer of the County, and to the City of Boonville, or any police officer of the City of Boonville.

**WEIGHT RESTRICTIONS**

- (A) Except as otherwise provided, no vehicle with a gross weight in excess of ten (10) tons or twenty thousand (20,000) pounds shall be operated on or across any County highway which has been posted as to said weight restriction without prior authorization pursuant to a road usage agreement validly executed by and between the operator of such vehicle and the Board of Commissioners.
- (B) Except as otherwise provided, under §§ 70.06, 70.07, or any other applicable statute or ordinance, no vehicle with a gross weight in excess of ten (10) tons or twenty thousand (20,000) pounds shall be operated on or across any County highway which has been posted as to said weight restrictions set forth in this § 70.05:
  - i. Local delivery vehicles;
  - ii. Refuse, garbage, and/or recycling haulers when operating on County roadways in the ordinary course of business;
  - iii. Police, fire, ambulance, and other emergency service vehicles;
  - iv. Warrick County Highway Department road and maintenance vehicles;
  - v. United States Postal Service and/or other parcel-delivery service vehicles operating in the ordinary course of business;
  - vi. Farm vehicles, including farm tractors, or other covered farm vehicles, as that term is defined in Ind. Code 9-13-2-58;
  - vii. Farm wagons, as that term is defined in Ind. Code 9-13-2-60;
  - viii. Implements of agriculture, as that term is defined in Ind. Code 9-13-2-77;
  - ix. Any vehicle which is the subject of a road usage agreement validly executed and in effect at the time of such operation; and
  - x. Any school transportation vehicle when transporting students.

Penalty, see § 70.99.

**BRIDGE LOAD RESTRICTIONS**

§ 70.06

**ORDINANCE 2021-~~27~~**

- (A) Notwithstanding anything contained in this Title VII to the contrary, no person shall drive, operate, or move upon or over any County bridge any vehicle with a gross weight in excess of the posted weight limit for such bridge.
- (B) The following vehicles are exempt from this § 70.06:
  - i. Warrick County Highway Department road and maintenance vehicles;
  - ii. Police, fire, ambulance, and other emergency service vehicles;
  - iii. Any vehicle which is the subject of a road usage agreement validly executed and in effect at the time of such operation.

- (C) The County Highway Department shall conspicuously post any bridge weight limit signage at the nearest intersections located on both sides of the bridge, as well as at each entrance of the bridge structure itself.

**FROST LAW RESTRICTIONS**

- (A) The Warrick County Highway Engineer may, in its sole discretion, impose further restrictions pertaining to the operation of vehicles or the permitted weight of operated vehicles on a roadway when there exists the potential for damage to such roadway(s) as a result of deterioration, rain, snow, or other climatic or environmental conditions.

- (B) The County Highway Engineer shall limit the duration of any restrictions imposed under § 70.07(A) to the greatest extent reasonably possible, taking into consideration the risk of potential damage of the roadway(s) resulting from adverse climatic or environmental conditions. In no event shall the cumulative duration of any restrictions imposed by the County Highway Engineer under § 70.07(A) total more than ninety (90) days in a calendar year.

- (C) In the event of any imposition of restrictions by the County Highway Engineer as described in § 70.07(A), signage informing vehicle operators of such restrictions shall be posted by the Highway Department at each entrance to the affected roadway(s).

- (D) The following classifications of vehicles are exempted from any restrictions imposed under § 70.07(A):
  - i. Warrick County Highway Department road and maintenance vehicles;
  - ii. Police fire, ambulance, and other emergency service vehicles;
  - iii. School transportation vehicles when transporting students;
  - iv. Refuse, garbage, and/or recycling haulers when operating on County roadways in the ordinary course of business; and

**ORDINANCE 2021-~~27~~**

- (E) Any other vehicles that have been validly granted an exemption to such restrictions by the County Highway Engineer.
- (F) Any vehicle which is the subject of a road usage agreement validly executed and in effect at the time of such operation
- (G) Any exemptions granted by the County Highway Engineer as described in § 70.07(D)(v) shall be valid for up to twenty-four (24) hours.
- (H) Notwithstanding anything contained in this Title VII, no other exemptions, permits, or authorizations, except for those set forth in this § 70.07, shall be construed so as to authorize a vehicle to operate on a roadway for which the County Highway Engineer has imposed restrictions under § 70.07(A).

Penalties, see § 70.99.

**ROAD USAGE AGREEMENTS**

- (A) When required by this Chapter 70, and as otherwise may be required by the Board of Commissioners and/or the Warrick County Highway Engineer, no person shall drive, operate, or move a vehicle upon or over any County road, highway, or bridge without first entering into a road usage agreement with the Board of Commissioners authorizing such operation and use.

- (B) Following the execution of a road usage agreement as described under this § 70.06, no person shall drive, operate, or move a vehicle upon or over any County road, highway, and/or bridge except for such road(s), highway(s), and/or bridge(s) which are permitted pursuant to said road usage agreement.

- (C) In the event a road usage agreement is required under this Chapter 70, and in addition to any other payments or fees provided for in such agreement, the person or operator entering into such road usage agreement with the Board of Commissioners shall pay a fee in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00).

Penalty, see § 70.99.

**REPETITIVE HAULING**

- (A) No person shall repetitively drive, operate, haul, or move upon or over any County road, highway, or bridge any vehicle or object in such a manner so as to cause damage to such road, highway, or bridge. For purposes of this Chapter 70, what constitutes "repetitive driving, operating, hauling, or moving of a vehicle" shall be determined by the Warrick County Engineer, in its sole and absolute discretion.

**ORDINANCE 2021-27**

- (B) Notwithstanding the foregoing, no person shall repetitively drive, operate, haul, or move a vehicle with a gross weight of twelve (12) tons or twenty-four thousand (24,000) pounds on any non-commercial County highway, regardless of any posted weight restriction or limit, without first entering into a road usage agreement with the Board of Commissioners authorizing such operation and use.
- (C) Any person who causes damage to a County road, highway, or bridge as a result of operating, driving, hauling, or moving of a vehicle as described in § 70.09(A) shall be responsible for the cost of any repairs necessary to repair and/or replace the damage to such road, highway, or bridge.
- (D) In the event a person causes damage to a County road, highway, or bridge as described in § 70.09(A), above, the existence of a validly executed road usage agreement between said person and Warrick County shall be no defense to any action or claim brought against said person.
- (E) Any payments, costs, or fees provided under this § 70.09 shall be in addition to, and in no way in lieu of substitution of, any fines or penalties authorized to be assessed to a person in accordance with § 70.99, below.

**PENALTY**

- § 70.99 (A) The Warrick County Sheriff's Office is authorized to, and shall, enforce any and all violations of this Chapter, including, without limitation, traffic regulations or restrictions posted via signage and any requirements governed by the terms and provisions of a permit issued by the Superintendent.
- (B) Any person violating the provisions of § 70.01(A) or (B) shall be fined not more than \$100.
- (C) Any person violating §§ 70.01(C), 70.02, or 70.03 shall be punished by a fine not to exceed \$2,500.
- (D) Any person who violates § 70.04 shall be guilty of a Class C infraction.
- (E) A person, company, or corporation who violates §§ 70.05, 70.06, 70.07, or 70.09 shall be fined in an amount not to exceed \$1,000 for the first offense, and in an amount not to exceed \$2,500 for each subsequent offense.

**ORDINANCE 2021-27**

**CHAPTER 72: TRAFFIC SCHEDULES**  
**SCHEDULE II: WEIGHT RESTRICTIONS**

- (A) It shall be unlawful for any person to operate, or move, or for the owner to cause or knowingly permit to be operated on the county highways designated below, any vehicle or combination of vehicles having a total gross weight in excess of ten (10) tons, or twenty thousand pounds (20,000 lbs.).
- (B) When a person is apprehended operating or causing to be operated a vehicle or combination of vehicles on the described highways with a weight in excess of the limitation set out below, the vehicle or combination of vehicles shall be detained until its weight is so reduced to comply with the said limitation. The vehicle or combination of vehicles shall, while detained, be kept in the custody of a law enforcement officer and shall be moved only as directed by the officer having custody or by direction of the circuit or superior court.

Road Name	From	To
Ashby Lane	Ashby Road	Dead end
Austill Road	Ellis Road	Nickens Road
Baker Road	Jenner Road	State Road 261
Barnett Road	State Road 161	County line
Barnett chapel Road	Stanley Road	Meinert Road
Barren fork Road	Ashby Road	Folsomville Road
Baseline Road	St. Johns	County Line
Bavel Road	Tennyson Road	Dusty Road
Beardsley Road	Dale Road	Dead end
Bell Road	Telephone Road	Herr Road
Besing Road	State Road 68	Dead end
Bethany church Road	Yankeetown Road	Flemming Road
Boner Road	Red brush Road	Eble Road
Bracher Road	Decker Road	Dead end
Brooks Road	Dale Road	Dead end
Brown chapel Road	Rockport Road	Lincoln Trail Road
Bramley Road	Sharon Road	New Hope Road
Brush creek Road	Leslie Road	Lincoln Avenue
Bullocktown Road	New hope Road	Taylorville Road
Bullocktown Road	County line	Rockport Road
Bussing Road	Roeder Road	New hope Road
Byers Road	State Road 161	Dead end
Cardinal Lane	Brown chapel Road	Simpson Road
Carey Road	Jenkinsville Road	Dead end
		Tennyson Road

**ORDINANCE 2021-27**

Castle Garden Road	Jenner Road	Gardner Road (gha)
Center Road	State Road 261	Dead end (south)
Chinn Road	State Road 261	State Road 62
Clutter Road	Yellow Banks Trail	County line
Coles Creek Road	Putnam Lane	Humphrey Road
Coles Creek Road	State Road 68	County line
Darlington Road	Jockey Road	Ebenezer Road
Decker Road	State Road 161	County line
Deer run Court	Old State Road 66	Frontage Road Alcoa
Degonia Road	State Road 62	Rockport Road
Dusty Road	Baker Road	Dead end
Doerner Road	Boonville	Otter creek
Dunn Road	Petersburg Road	County line
Eames station Road	Bavel Road	Two story Road
Eames station Road	State Road 62	Phillips Road
Eastley Road	Lincoln trail Road (dead end)	Indley Road
Ebenezer Road	State Road 161	Robinson Road
Eble Road	Scates Road	Coles Creek Road
Eby Road	Boner Road	Pigeon Valley Road
Ellerfeld Road	Hart Road	Folsomville Road
Ellis Road	Susott Road	St Johns Road
Elpers Road	State Road 662 (new)	Willow Pond Road
Epworth Road	Austill Road	Dead end
Eskew Road	Dale Road	Dead end
Farley Road	State Road 61	Boonville city limits
Febd Road	State Street	Edwards Road
Flemming Road	Fisherville Road	New Harmony Road
Folsomville Degonia Road - (county Road e 300, n 400, e 400)	Pelzer Road	Pigeon Valley Road
Folsomville Road	From Degonia	
Forest Lake Drive	Boonville city limits north	To Folsomville
Fox Chase Court	Polk Road	Old State Highway 68
Franz Road	York Drive	Johnson Road
Friendship Road	Shelton Road	Dead end
Frog pond Road	State Road 68	State Road 62
Fuquay Road	State Road 62	Dead end
	County Road 50 south	Tennyson Road
		State Route 261

ORDINANCE 2021-27

Gander Road	New Harmony Road	Gander cemetery Road
Gardner Road	State Road 261	Old Plank Road
Gemlich Road	Pelzer Road	Bullocktown Road
Gentry Road	Ashby Road	Ellis Road
German Church Road	State Road 61	Schmidt Road (Pike)
Geyer Road	Rockport Road	Two story Road
Geyer Road	Decker Road	Decker Road
Geyer Road	State Road 161	Dead end
Godecke Road	Trautvetter Road	Dead end
Gore Road	Clutter Road	Schultz Road
Greenbriar Road	State Road 61	State Road 61
Hadley Road	State Road 161	Mottley Road
Hachmeister Road (county Road 6, 150)		Hunt trail Road
Heim Road	Degonia Road	Tennyson Road
Heritage Drive	Stevenson station	Vanderburgh county line
Hewins Road	State Road 66	Martin Road
Hidden trail Court	McCool Road	Edwards Road
Hidden trail Drive	Dead end	Dead end
Hibble Road	Crowville Road	Hidden trail Court
Hills Road	Tennyson Road	Phillips Road
Hills access Road	Yankee town Road	Dead end
Hoffman Road	Hills Road	State Road 66
Holder Hill Road	Vann Road	Wethers Road
Holland Road	State Road 61	Lilly Pad Road
Honeysuckle Drive	State Road 68	County line
Humphrey Road	Johnson Road	Forest Lake Drive
Hunt Trail Road	Clutter Road	Dead end
Inderreiden Road	Taylorville Road	Hadley Road
Jenkinsville Road	From County Road C. 400 south	Chandler town limits
Jenner Road	Two story Road	Smith Road
Jessica Lane	Baker Road	Dead end
Jokey Road	Seiler Road	State Road 61
Johnson Road	Folsomville Road	Taylorville Road
Kaiser Road	Two story Road	Folsomville Road
Kansas Road	State Road 61	Yankee town Road
Kayelen way	From Stevenson station- Elberfeld	Vanderburgh county line
Kelly Road	Seiler Road	Dead end
Kelly Road	State Road 61	Eby Road
Kelly Road	Folsomville Road	Old Kelly Road

ORDINANCE 2021-27

Kelly Road	Folsomville Road	Smith Road
Kost Road	Folsomville Degonia Road	Dead end
Lake Shore Drive north	Beech Road	Dead end
Lambert Road	Millersburg Road	Red Brush Road
Lilly Pad Road	Old State Road 66	Marrick trail
Lilly Pad Road	Seiphoes Road	Newman Road
Lincolin avenue	State Road 68	State Road 61
Long lake Drive	State Road 66	State Road 61
Lost hill Road	Forest of State Highway 161	Smith Road (± 800)
Lynn Road	Heim Road	Titzer Road
Madden Road	Eby Road	Dead end
Manger Road	Turpin Hill Road	Rice School Road
Marshall Road	0.10 miles west of Pigeon Valley Road	Holder Hill Road
Martin Road	Taylorville Road	Dead end
Marx Road	Lincolin Avenue	State Road 68
Maurer Road	Stanley Road	Sharon Road
Maxville Road	Newman Road	Peckinpaw Road
McClary Road	State Road 62	Dead end
McNeely Road	State Road 161	Old Tennyson Road
Mentowark Hill Road	Taylorville Road	Winsett Road
Miller Cemetery Road	Scales Road	State Road 161
Miller Road	Stevenson Station Road	Folsomville Road
Mt. Pleasant Road	Lilly Pad Road	Dead end
New Harmony Road	State Street	Weyerbacher Road
New Hope Road	Date Road	Brucher Road
Newman Road	Rockport Road	Weyerbacher Road
Nickens Road	Boonville city limits	Sycamore Corner Road
Nobles Chapel Road	Raymondson Road	State Street
North Line Road	Stevenson Valley Road	Weibe Road
North Line Road	State Road 68	Bullocktown Road
Oak Grove Road	Elberfeld	Vanderburgh County line
	State Road 261	Dead end

ORDINANCE 2021-27

Oak Tree Drive	Center Road	Dead end
Old Plank Road	Yankee town Road	County limits
Old State Road 66	Tennyson Road	Degonia Road
Parklane Drive	Marx Road	Lilly Pad Road
Peckinpaw Road	Maple Grove Road	New Hope Road
Pelzer Road	Bethany Church Road	Dead end
Penita Drive	Lynnville city limits	Schmidt Road (Pike)
Petersburg Road (County Road N. 475)	Folsomville Road	State Road 161
Pigeon Switch Road	Wire Road	County line
Polk Road	Eble Road	New Hope Road
Pollack Avenue (S. 600, W. 975)	Jenkinsville Road	Folsomville Road
Red Brush Road (S. 650)		
Robinson Road	Easley Road	State Road 161
Rockport Road	Pelzer Road	Metz Road
Roth Road	State Road 62	Degonia Road
Rudolph Road (S 75)	Yankee town Road	State Highway 61
Russel Road	Gardner Road	Old Plank Road
Sawmill Road	State Road 68	County line
Scales Road	Barren Fork Road	Dead end
Schultz Road	Godecke Road	Dimney Hill Road
Seiler Road	Red Brush Road	Eble Road
Selvin Road	County line	Ash Street
Selvin Cemetery Road	State Road 68	Selvin Road
Seven Hills Road	County line	Lilly Pad Road
Sharon Road	State Road 61	Anderson Road
Shelton Road (County Road N. 400)	Folsomville Road	Smith Road
Simpson Road	Hadley Road	Byers Road
Skelton Road	Tennyson Road	Lincoln Trail Road
Smith Road	Tennyson Road	Folsomville Road
Somerville Road	German Church Road	County line
Spring Lake Drive	Edwards Road	Lake Shore Drive north
Spurgeon Road (County Road N. 1200, W. 225, N. 1225, W. 200)	State Road 68	State Road 61



ORDINANCE 2021-21

Square Deal Mine Road	Old State Road 61	Crowville Road
Squaw Creek Road	Millersburg Road	State Road 62
Stanley Road	Elberfeld city limits	Weyerbacher Road
State Road 61	From the intersection of State Road 61 and Sharon Road	Southerly to the corporate limits of the city of Boonville, approximately 1.57 miles
State Street	Miller Cemetery Road	Millersburgh Road
Stevenson Station-Elberfeld Road (County Road W. 1025, N. 75, W. 1075, W. 1100, N. 450, W. 1125, N. 625, W. 1100)	Heim Road	Elberfeld
Susott Road	Bearsley Road	State Road 161
Tanglewood Drive	Seven Hills Road	Stanley Road
Taylorville Road	Telephone Road	Sandalwood Drive
Tecumseh Road	McClary Road	Marshall Road
Telephone Road (S. 200)	State Road 61	Eby Road
Tennyson Road	Boonville city limits	Folsomville Degonia Road
Trails end Road	Baker Road	Dead end
Tukey Road	Dale Road	Stone Road
Turtle Hill Road	Weyerbacher Road	State Road 61
Turtle Bay Road	Bethany Church Road	Dead end
Twin Lakes Drive	Waltz Road	Fisherville Road
Two Story Road	Metzger Road	Johnson Road
Vincennes Road	Yellow banks Trail	County line
Warner Road	Red Brush Road	Sharon Road
Warrickton Road	Tow Path Road	Indertreden Road
Weihe Road	Mt Pleasant Road	State Road 68
Weihe Road	Twin Lakes Drive	Asbury Cemetery Road
West Baughes Drive	Baugh Drive	Dead end
Weyerbacher Road	Miller Cemetery Road	County line
Willschlag Road	County line	Dead end
Willow Pond Drive	Grumm Road	Frame Road
Wiltzbacher Road	Millersburgh Road	Dead end
Wire Road	Phillips Road	Linebin Trail Road

ORDINANCE 2021-21

Yanketown Highway (W 200)	Boonville city limits	Little Pigeon Creek
Yellow Banks trail	Boonville city limits	
York Drive	Boonville city limits with County Road N. 1300 south to the plat of the Road commonly called Yellow Banks Road	
Zoar Church Road	Kansas Road	Dead end
		New Harmony Road

- (C) Any person who violates this schedule shall be fined in an amount not to exceed \$2,500 per occurrence.
- (D) Farm machinery and grain transport vehicles are exempted from the 20,000 pounds weight limit restriction limited to that portion of Epworth Road north of S.R. 66 and to its intersection with S.R. 62.

ORDINANCE 2021-21

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 9<sup>th</sup> day of August, 2021.

WARICK COUNTY BOARD OF COMMISSIONERS

Terry J. Myrshipp, President  
 Robert H. Johnson, Jr., Vice President  
 Dan Saylor, Member

ATTEST:

*Deborah K. Stevens*  
 Deborah K. Stevens, Auditor  
 Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

*Todd I. Glass*  
 Todd I. Glass, Esq. #15982-18  
 FINE & HATFIELD, A Professional Corporation  
 520 N.W. Second Street, P.O. Box 779  
 Evansville, Indiana 47705-0779  
 Telephone: (812) 425-5592  
 Warrick County Attorney

**ORDINANCE 2021-23**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA AMENDING SECTION 39.05 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA**

WHEREAS, pursuant to Ind. Code 36-2-6-4.5(a), the Board of Commissioners of Warrick County may adopt an ordinance allowing money to be disbursed for lawful county purposes;

WHEREAS, Section 39.05 of the Code of Ordinances of Warrick County, Indiana sets forth the procedure for the submission and payment of claims; and

WHEREAS, the Board of Commissioners of Warrick County desires to amend Section 39.05 with respect to the submission, review, and presentation of claims for payment.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Warrick County, Indiana as follows:

**The Code of Ordinances of Warrick County, Indiana, Section 39.05 entitled "Auditor Payment of Bills and Claim Voucher Process" is hereby amended in its entirety and replaced as follows:**

**§ 39.05** **AUDITOR PAYMENT OF BILLS AND CLAIM VOUCHER PROCESS**  
(A) Payment of just debts of the County prior to due date. The Warrick County Auditor is directed to make payment of those expenses listed in subsection (D) below prior to its due date when qualified claims have been filed with the County Auditor in a correct and timely manner, as provided under this § 39.05.

(B) **Claim Voucher Process.**  
(1) Claim vouchers for all claims, including for credit card charges, must be submitted to the Warrick County Auditor's Office as soon as reasonably possible after the expense giving rise to the claim is incurred, and as soon as the necessary and relevant information is available in order for said claim to be properly submitted to the Auditor's Office.

(2) Claim vouchers for credit card charges are considered qualified, correct, and timely if the claim voucher:

- a. is executed on County Form 17;
- b. is submitted with an itemized written receipt attached;
- c. contains a charge for a lawful expense of Warrick County, as determined by the Indiana Code;

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**ORDINANCE 2021-22**

d. is properly signed and authenticated as true and correct by the person submitting the claim;

e. is submitted to the Warrick County Auditor's Office within a reasonable time after purchase (preferably forty-eight (48) hours) or within a reasonable time prior to return to the County Auditor's Office (preferably within forty-eight (48) hours of return); and

f. is submitted to the Warrick County Auditor's Office no later than ten (10) business days before the payment on the credit card is due.

(3) Notwithstanding any other provision under this § 39.05 to the contrary, payroll claim vouchers, along with any and all substantiating and supporting documentation required under this § 39.05, may be electronically submitted to the Warrick County Auditor's Office for processing and payment.

(4) Those Warrick County Offices or Departments that are not physically located in the Warrick County Judicial Center may electronically submit claims to an email address selected by the Warrick County Auditor so as to submit such claims within forty-eight (48) hours of being incurred in accordance with this § 39.05(B). Notwithstanding the foregoing, all such Offices and Departments not physically located in the Warrick County Judicial Center shall physically deliver the original claims, receipts, or other necessary supporting documents to the Warrick County Auditor's Office no later than 12:00 p.m. noon Friday of each week.

(5) If an individual fails to submit a claim voucher in accordance with this § 39.05(B), then that person shall have a continuing obligation to correct any information necessary for the claim voucher to come into compliance with said subsection. The Warrick County Auditor shall take action to reasonably expedite communication with the office holder or department head to obtain the corrected claim voucher in a timely manner.

(6) Penalty for late fees/penalties incurred by Warrick County:

a. If a claim voucher is qualified, correct, and timely submitted to the Warrick County Auditor's Office, and Warrick County incurs late fees/penalties for untimely payment, then Warrick County Auditor shall be personally liable for any such fees/penalties.

b. If a claim voucher is not for a qualified expense, not timely submitted to the Warrick County Auditor's Office, or not correctly submitted, and the Warrick County Auditor's Office is notified of such, the office holder or department head seeking payment for the claim voucher shall be personally liable for any fees/penalties.

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**ORDINANCE 2021-21**

c. If a dispute arises as to whether a claim voucher was qualified, correct, or timely submitted to the Warrick County Auditor's Office, the Warrick County Board of Commissioners shall in its discretion determine whether said claim voucher was qualified and submitted in a correct and timely manner.

(7) This § 39.05 is adopted by virtue of Ind. Code 36-2-6-4.5, which specifically provides that a county executive may adopt an ordinance allowing money to be disbursed for lawful county purposes under this section and further provides that, notwithstanding Ind. Code 5-11-10, *et seq.*, with the prior written approval of the Board having jurisdiction over the allowance of claims, the County Auditor may make claim payments in advance of Board allowance for certain kinds of expenses including, without limitation, those expenses listed in subsection (C), provided that such payment is supported by a claim voucher that is received or bill and certification by the County Auditor, and further provided that the county executive or County Board having jurisdiction over the allowance of the claim shall review and allow the claim at its next regular or special meeting following the pre-approved payment of the expense and that such payment of expenses under this section must be published in the manner provided under Ind. Code 36-2-6-3.

**(C) Review and Presentation of Claims by Auditor.**

(1) No later than 4:00 p.m. on the Wednesday immediately preceding the Board of Commissioners' next regularly scheduled meeting, the Auditor shall submit to the Board of Commissioners a voucher list itemizing and describing any and all claims to be reviewed by the Board of Commissioners at said meeting.

(2) The voucher list referenced in subsection (C)(1), above, shall include any and all claims that have been submitted to the Auditor's Office by 12:00 p.m. on the sixth (6) business days prior to the Board of Commissioners' next regularly scheduled meeting.

(3) The Auditor shall include on the voucher list referenced in subsection (C)(1), above, all claims submitted to the Auditor's Office by the deadline referenced in addition to payroll claims as well as those claims which the Auditor is unable to determine to be certified or non-certified.

(4) The Auditor shall deliver original copies of any and all claims as described on the voucher list referenced in subsection (C)(1) to the Board of Commissioners by 12:00 p.m. noon on the Friday immediately preceding the Board of Commissioners' next regularly scheduled meeting. Following the conclusion of said regularly scheduled meeting of the Board of Commissioners, the Board of Commissioners shall return the possession of all original claims to the Auditor.

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**ORDINANCE 2021-32**

**(D) Claims to be paid by Auditor**

(1) The Warrick County Auditor is directed to make claim payments in advance of Warrick County Board of Commissioners allowance for the following kinds of expenses:

- a. Property or services purchased or leased from the United States Government, its agencies or its political subdivision;
- b. Insurance premiums;
- c. Utility payments or utility connection charges;
- d. General grant programs where advance funding is not prohibited and the contracting party posts sufficient security to cover the amount advanced;
- e. Grant of state funds authorized by statute;
- f. Maintenance or service agreements;
- g. Lease or rental payments;
- h. Bond and coupon payments;
- i. Payroll;
- j. State or federal taxes;
- k. Expenses that must be paid because of emergency circumstances;
- l. Expenses described in an ordinance;
- m. Contract payments;
- n. Qualified, correct, and timely credit card claims if the due date for the credit card is prior to the time the Board of Commissioners can approve same.

(2) Each payment of expense must be supported by a fully itemized invoice or bill as described above in subsection (B), above, and certification by the Warrick County Auditor.

(3) The Warrick County Board of Commissioners having jurisdiction over the allowance of the claim shall review and allow the claim at its next regular or special meeting following the pre-approved payment of the expense.

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**ORDINANCE 2021-33**

(4) A payment of expenses under this section must be published in the manner provided under Ind. Code 36-2-6-3.

This Ordinance shall be effective upon passage.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 9<sup>th</sup> day of August, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry J. Philippe, President  
  
 Robert H. Johnson, Jr., Vice President  
  
 Dan Sawyer, Member

ATTEST:

  
 Deborah K. Stevens, Auditor  
 Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

  
 Todd I. Glass, Esq. #13982-18  
 FINE & HATFIELD, A Professional Corporation  
 520 N.W. Second Street, P.O. Box 779  
 Evansville, Indiana 47705-0779  
 Telephone: (812) 425-3592  
 Warrick County Attorney

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APPROVED AUG 9 9 2021

FILED

FISCAL PLAN FOR THE WARRICK COUNTY AMERICAN RESCUE AUG 1 8 2021

PLAN STATE AND LOCAL CORONAVIRUS FISCAL RECOVERY FUNDS 

The purpose of this Plan is to provide a directive of the Coronavirus State and Local Fiscal Recovery Funds received by the Warrick County Commissioners under the American Rescue Plan Act ("ARPA"). This Plan shall be adopted by the Warrick County Commissioners on the date hereby listed below, and may be modified from time to time by the Warrick County Commissioners as the Commissioners deem necessary.

1. **Appropriations and Disbursement of Plan Funds.** As stated in the State Board of Accounts State Examiner Directive 2021-1 dated March 18, 2021, Warrick County's allocation of Coronavirus State and Local Fiscal Recovery Funds ("Funds") must be appropriated by the fiscal body of the County before use in accordance with Section 603(c) of the Social Security Act, as referenced in Ordinance 2021-17 and this Plan. Pursuant to State Examiner Directive 2021-1, only local appropriation is required. All disbursements must go through the normal claims process in Ind. Code 5-11-10-1.6, and be supported with sufficient documentation. All disbursements of Funds must be made directly from the Local ARP Fund as established in Ordinance 2021-17 (the "ARP Fund"). Funds in the ARP Fund may not be transferred to another fund of Warrick County.

2. **Administration.** The Warrick County Administrator (the "Administrator") shall ensure Funds are disbursed in the correct manner and in accordance with this Plan adopted by the Warrick County Commissioners, and shall answer directly to the Warrick County Commissioners with respect to the use and application of the Funds. The Administrator shall follow the Warrick County's Internal Controls and Best Practice Documents adopted by the Commissioners on file in the Auditor's office. The Administrator shall work with the County Auditor to process all invoice and claims and be responsible for the reporting required by ARPA. The Administrator shall also be responsible for recording of any amendments to this Plan and adopted by the County Executive.

3. **Purpose of Fiscal Plan.** Warrick County has received from the U.S. Treasury the first installment of the Local Fiscal Recovery Fund totaling \$6,183,115.00, received into Fund 8950 by the Warrick County Auditor on June 1, 2021. The County anticipates receiving the second installment of Local Fiscal Recovery Funds in the same amount on or about June 1, 2022. This Fiscal Plan shall describe the permitted uses of both installments of the Funds for identified costs and recovery efforts between March 3, 2021 and through December 31, 2024. Those permitted uses of the Funds and budgeted allocations shall be as follows:

- a. Planning and analysis to improve programs addressing COVID-19 pandemic, including through use of targeted consumer outreach, improvements to data or technology infrastructure, impact studies and cost analysis.
- b. Remote Technology and Public Access Improvements. Installation of needed technology and equipment. *(Total Allocated: TBD)*

**B. RESPONSE TO NEGATIVE ECONOMIC IMPACTS.**

1. Assistance to Unemployed Workers. *(Total Allocated: TBD)*
2. Assistance to Warrick County Households. *(Total Allocated: TBD)*
3. Expenses to Improve Efficacy of Economic Relief Programs. *(Total Allocated: TBD)*
4. Assistance to Warrick County Small Businesses. *(Total Allocated: TBD)*
5. Assistance to Warrick County Nonprofits.
  - a. Warrick County Nonprofit Leadership Grants. A Grant Program to foster selected Warrick County Nonprofit corporations that have the ability and potential to attract tourism and/or improve quality of life for Warrick County residents. Known as the "Warrick County Nonprofit Leadership Grants", these will provide for two (2) or three (3) annual Twenty-five Thousand and 00/100 Dollars (\$25,000) grants beginning January 1, 2022, to selected Warrick County nonprofit organization applicants. Grant Criteria to be finalized by September 1, 2021. *(Total Allocated: TBD)*
6. Rehiring County Government Staff. Payroll, covered benefits, and other costs associated with rehiring County government staff, due to the pandemic staffing level of the government. *(Total Allocated: TBD)*
7. Aid to Impacted Industries.
  - a. Assistance to Warrick County Tourism Commission. Advertising assistance for promotion of events and services to improve tourism to Scales Lake, Friedman Park, Vann Road tournaments, newly developed parks, and similar locations as a result of negative economic impacts of COVID-19 on the Warrick County tourism industry. *(Total Allocated: \$50,000)*
  - b. Assistance to Warrick County Parks Department. To encourage tourism to Warrick County, in conjunction with Tourism Commission, in the form of assistance relating to capital and other improvements to the following projects:
    - i. Scales Lake camping facilities. *(Total Allocated: TBD)*
    - ii. Friedman Park Improvements. *(Total Allocated: TBD)*

**4. Reporting Requirements and Retention.** Warrick County shall comply with all reporting requirements and all offices and departments shall provide the necessary reports and documentation. Subject to further guidance, reporting shall include:

- A. Interim Reports due by August 31, 2021, listing the County's expenditures by category at the summary level from the date of award to July 31, 2021.
- B. Quarterly Project and Expenditure Reports to include financial data, information on contracts and subawards over \$0.100, types of projects funded and their status, and a list of the County's employees who are working on the project. Without limitation, any additional reporting requirements necessitated by the County's investment in broadband infrastructure and services as described above.
- C. Record Retention for all financial records and supporting documents for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

*Approved by Board of Commissioners of Warrick County Effective August 9, 2021.*

**RESOLUTION 2021-08**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, APPROVING THE DESIGNATION OF WARRICK COUNTY AS A VOTE CENTER COUNTY**

WHEREAS, Indiana Code 3-1-1-18.1, *et seq.*, authorizes counties to adopt the vote center model;

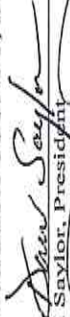
WHEREAS, the Board of Commissioners of Warrick County approves the designation of Warrick County as a vote center county; and


WHEREAS, the Warrick County Election Board is responsible for properly drafting a vote center plan for Warrick County, which will take effect upon unanimous vote of the Election Board and its proper filing with the Indiana Election Division.


**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Warrick County that Warrick County is approved to operate as a vote center county, upon the required approval and filing of the county vote center plan.

The above Resolution is passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 9<sup>th</sup> day of August, 2020.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

  
 Dan Saylor, President

  
 Robert H. Johnson Jr., Vice President

  
 Terry J. Phyllippe, Member

ATTEST:

  
 Deborah K. Stevens, Auditor  
 Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

  
 Todd I. Glass, Esq.  
 Warrick County Attorney

FILED  
AUG 18 2021

APPROVED AUG 09 2021

INTERLOCAL AGREEMENT  
BETWEEN

*Arlene H. Hester*

WARRICK COUNTY, INDIANA AND WARRICK COUNTY, INDIANA PARKS & RECREATION BOARD

REGARDING  
WARRICK COUNTY BRIDGE NO. 310

This Interlocal Agreement is entered between Warrick County, Indiana, acting by and through its Board of Commissioners (the "County"), and the Warrick County, Indiana Parks Department, acting by and through its Park Board (the "Board").

WITNESSETH

WHEREAS, the County and the Board have authority to expend funds for public improvement projects; and

WHEREAS, the County and the Board are authorized to cooperate on such projects; and

WHEREAS, the County is the current owner of Warrick County Bridge No. 310, which carries Myers Road over Coney Creek in Boon Township (the "Bridge"); and

WHEREAS, the Federal Highway Administration (FHWA) through the development of the Indiana Historic Bridges Inventory determined Warrick County Bridge No. 310 is eligible for inclusion in the National Register of Historic Places (National Registry) and a "Select" bridge; and

WHEREAS, the County sponsored a Federal-aid project with funds provided by the FHWA and administrative oversight provided by the Indiana Department of Transportation (INDOT) that involved Warrick County Bridge No. 310 (INDOT Des. No. I8029066); and

WHEREAS, through the development of this Federal-aid project the FHWA consulted with the State Historic Preservation Officer (SHPO) as part of the Section 106 process; and

WHEREAS, through the Section 106 process the "Relocation of Historic Bridge and New Bridge Construction" alternative was determined to be the feasible and prudent solution for the project; and

WHEREAS, the County and FHWA have fulfilled their obligations under Section 106 of the National Historic Preservation Act and the Historic Bridge Preservation Programmatic Agreement; and

WHEREAS, the Board desires to become the new owners of Warrick County Bridge No. 310 upon completion of the Bridge Project as further described below; and

WHEREAS, the County and the Board desire to cooperate in the dismantling, moving, reconstruction, and relocation of Warrick County Bridge No. 310 to Friedman Park (located at 2700 Park Boulevard, Newburgh, IN) (the "Bridge Project"); and

WHEREAS, the Board understands ownership of Warrick County Bridge No. 310 for a period of at least twenty-five (25) years following the completion of the Bridge Project includes maintaining the Bridge according to the Secretary of the Interior's Standards for Rehabilitation as outlined in the Historic Bridge Programmatic Agreement and the Board understands the County will not be responsible for the commitments as outlined in the Historic Bridge Programmatic Agreement; and

NOW, THEREFORE, in exchange for mutual consideration, the receipt and legal sufficiency of which the parties acknowledge, the County and the Board agree as follows:

1. **Incorporation of Recitals.** The Recital paragraphs above are hereby incorporated as if the same were fully set forth herein.
2. **Agreement Duration.** This Agreement shall begin upon execution of all parties and shall last twenty-five (25) years following the completion of the Bridge Project, and shall be subject to the terms and conditions of the Historic Bridge Programmatic Agreement Attachment B, Item 5, unless extended by written agreement of all parties.
3. **Agreement Purpose.** The purpose of this Agreement is to ensure the continued public use of Warrick County Bridge No. 310 and transfer ownership of the Bridge from the County to the Board upon completion of the Bridge Project.
4. **Manner of Completion.**
  - a. The County has contracted with Lochmueller Group, Inc. to design, prepare construction plans, and consult upon the dismantling, moving, and reconstruction of the Bridge and shall bear all costs associated with such work.
  - b. During construction, the County, or their agent, shall be permitted to inspect the daily work concerning the Bridge Project and will promptly notify other parties in writing of any known deficiencies in the work concerning the Bridge Project.
  - c. The County, as the owner of the Bridge until such time that the Bridge Project is completed, shall have the right to inspect the work during all phases of construction and to come onto the work site at reasonable times during construction without notice.
  - d. If the County reasonably believes the Bridge Project is progressing inconsistently with the plans, the County has the right to halt further work on the Bridge Project until such inconsistencies have been resolved.
  - e. Work performed on the Bridge Project shall comply with all applicable federal, state, and local laws, rules, and regulations.
4. **Fiscal Body Approval.** Pursuant to Indiana Code 36-1-7-4(a)(3), this Agreement is subject to approval by the fiscal bodies of the County and the Board.

5. **Filing.** Before taking effect, this Agreement will be filed with the Warrick County Recorder.
6. **Transfer of Ownership and Maintenance Agreement.** The parties agree that upon completion of the Bridge Project, the County shall transfer ownership of the Bridge to the Board in accordance with a certificate of completion and acceptance to be executed by the parties at the time of such completion. The Board shall maintain Warrick County Bridge No. 310 such that all components of the structure are kept in proper repair for the safe usage by pedestrians, bicyclists, and maintenance vehicles.
  - a. The Board agrees to a duration of maintenance following transfer of ownership of twenty-five (25) years which applies to "Select" Bridges as defined in the Historic Bridge Programmatic Agreement in Attachment B, Rehabilitation Stipulation 5.
7. **General Requirements.** The parties agree to comply with the requirements of the Indiana Code, as applicable, including the following:
  - a. Non-Collusion Affidavits will be required of all contractors and shall be submitted on the form provided by the State Board of Accounts.
  - b. As the parties understand the total project cost is above \$350,000.00; therefore, the common construction wage provisions under Indiana Code 5-16-7 will apply.
  - c. Antidiscrimination provisions will apply.
  - d. E-Verify Affidavits will be required of all contractors.
  - e. Certification of "No Involvement in Intransient Energy Industry" will be required of all contractors.
8. **Time of Essence.** Time is of the essence for this Agreement. The parties shall make good faith efforts to complete the project in a timely manner. The Board's obligations under this Agreement requires their continued cooperation.
9. **Breach.** Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform its obligations under this Agreement. If performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after such notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.
10. **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, and by the execution of such amendment by the parties or their successors in interest.

- 11. **No Other Agreement.** This Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
- 12. **Severability.** If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application of the valid portions of this Agreement. The provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
- 13. **Construction and Interpretation of Agreement/Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties agree that they and their attorneys have each reviewed this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party or parties shall not be used in the interpretation of this Agreement.
- 14. **Waiver Ineffective.** No waiver, modification, or amendment of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.
- 15. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:



**To the County:**  
 Warrick County Board of Commissioners  
 107 W. Locust Street  
 Booneville, IN 47601

**To the Board:**  
 Warrick County Department of Parks & Recreation Board  
 107 W. Locust Street  
 P.O. Box #38  
 Booneville, IN 47601

or, at each other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. In the event notice delivered by registered mail is refused or otherwise undeliverable, said notice may be delivered by registered mail to the address last received by the party on the third day after mailing; all other notices shall be effective when delivered.

**INTRODUCED & APPROVED** by the Board of Commissioners of Warrick County, Indiana this 9<sup>th</sup> day of August, 2021.


Warrick County, Indiana, By its Board of Commissioners:

  
 Terry J. Phillips, President  
  
 Robert H. Johnson, Jr., Vice President

  
 Dan Snyder, Member

Warrick County, Indiana, By its Parks & Recreation Board Approved

this 9<sup>th</sup> day of August, 2021.

  
 Daniel Koach - President

  
 Tyler Noel - Vice-President

  
 Greg Dietz - Member

  
 Gabe Weisheit - Member

  
 Gary Meyer - Member

6200 Vogel Road, Evansville, Indiana 47715 • 812-479-6200

August 4, 2021

Warrick County Commissioners  
107 W. Locust Street  
Boonville, Indiana 47601

RE: Federal Aid Application Assistance  
Lochmueller Project No: 120-0091-00B

Dear Commissioners:

Lochmueller Group, Inc. is pleased to provide our proposal to assist the Warrick County Commissioners in preparing the INDOT funding application for the replacement of Warrick County Bridge 140, which carries New Harmony Road over an unnamed tributary of Pigeon Creek. The services to be provided include the development of estimates of project costs including construction, design, right-of-way engineering and acquisition, utility coordination, and construction inspection. In addition, at the request of the County, Lochmueller shall participate in the INDOT project review process at the INDOT Vincennes District Office.

Lochmueller shall provide these services for a lump sum fee of \$1000.00. If you are in agreement with the stated services and the compensation thereof, please sign both copies of this agreement and return one copy to our office for our records.

Sincerely,

LOCHMUELLER GROUP, INC.  
MATTHEW E. WANNEMUEHLER  
VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER  
*Matthew E. Wannemueller*  
August 4, 2021  
DATE

Acceptance of Proposal  
WARRICK COUNTY COMMISSIONERS  
DAN SWAYLOR  
DISTRICT 1  
*Dan Swaylor*  
TERRY PHILLIPS  
DISTRICT 2  
*Terry Phillips*  
BRENT JOHNSON  
DISTRICT 3  
*Brent Johnson*  
DATE 8/9/21

CONTRACT #0000000000000000000050984

AMENDMENT #1 TO THE  
INDIANA DEPARTMENT OF TRANSPORTATION  
LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

EDS No.: A249-21-1.210028  
Doc No.: 1600739  
DUNS # 106274710  
CFDA #: 20.205

This Amendment, is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation, hereinafter referred to as the "LPA", and jointly referred to as the "Parties", is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of these mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the Parties entered into a Local Public Agency Coordination Contract under EDS A249-21-1.210028 on February 26, 2021 for Bridge Replacement (the "Contract"); and  
WHEREAS, additional federal aid funding is needed in order to complete the project and additional federal aid funds have been allocated to the project; and  
WHEREAS, the Parties agree the Contract should be amended to reflect the new federal aid funds allocated to the project in the amount of \$1,559,493.65; and  
WHEREAS, the Parties wish to substitute Attachment A.1, which includes the additional funding for all phases of the project, for Attachment A;  
NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

- 1. Attachment A of the Contract is deleted in its entirety and is hereby substituted with Attachment A.1.
- 2. All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA has any financial interest in the project. The undersigned hereby certifies that the undersigned has no financial interest in the project and that the undersigned is not an officer, employee, or special state appointee, as those terms are defined in IC 8-4-2-10.5.

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the user name and password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signature on this Contract is subject to the provisions of the Indiana Public Access to Information Act (IPA) and that my signature on this Contract is subject to the provisions of the Indiana Freedom of Information Act (FOIA). I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the above statements. The undersigned hereby certifies that the undersigned has been approved by the Indiana Attorney General, which approvals will be posted on the Active Contracts Database: <https://indiana.gov/activecontracts/custom-apps-sol-public-contacts.cfm>. In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Amendment and the undersigned hereby certifies that the undersigned has read and understands the foregoing terms of this Contract, do by their respective signatures stated below agree to the terms thereof.

WARRICK COUNTY  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Electronically Approved by: State Budget Agency By: Zachary O. Jackson, Director (for)	Electronically Approved by: Indiana Department of Transportation By: Lesley A. Crane, Commissioner (for) Office of the Attorney General By: Nicholas E. Robins, Attorney General (for)
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**WARRICK COUNTY, INDIANA**  
 COUNTY OF WARRICK, INDIANA  
 COUNTY CLERK  
 1300 E. STATE STREET, WARRICK, IN 47980  
 317-567-3311

**ACCOUNTS PAYABLE VOUCHER REGISTER**  
 WARRICK COUNTY, INDIANA  
 COUNTY OF WARRICK, INDIANA  
 COUNTY CLERK  
 1300 E. STATE STREET, WARRICK, IN 47980  
 317-567-3311

MEMORANDUM	DATE	AMOUNT	ACCOUNTS PAYABLE		APPROVED BY	DATE
			NUMBER	DATE		
MEMORANDUM FOR THE BOARD OF COMMISSIONERS	08/09/21	\$630,548.33	7100	08/09/21	TERRY J. ELLIOTT, President	08/09/21
<p>WHEREAS, all human beings are created equal and are endowed by their Creator with certain unalienable rights, among which are life, liberty, and the pursuit of happiness, regardless of age, degree of maturity, or any physical or mental defect;</p> <p>WHEREAS, the right to life is a fundamental human right upon which all other rights depend, and it should never be sacrificed for a lesser good; and</p> <p>WHEREAS, society has a primary duty to uphold and protect this right from fertilization until natural death; and</p> <p>WHEREAS, a Safe Haven Baby Box was placed at the Boonville Fire Station and has been operational since February, 2021;</p> <p>NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana, that the month of August, 2021, is hereby declared "Celebrate Life - Born &amp; Pre-Born Month".</p> <p>Passed and adopted by the Board of Commissioners of Warrick County, Indiana, on the 9<sup>th</sup> day of August, 2021.</p> <p>WARRICK COUNTY BOARD OF COMMISSIONERS</p> <p>Terry J. Elliott, President          Robert H. Johnson, Jr., Vice President          Dan Saylor, Member          ATTEST: Deborah K. Stevens, Auditor</p>						

**WARRICK COUNTY, INDIANA  
 PANDEMIC RELIEF FUND**

Date: 08/09/2021

EXPENSE COVID Line Item Balance: \$630,548.33

- Emergency Management
  - o APack Ready Meals for use during COVID19 Pandemic & future related pandemics, for first responders and front line workers during testing/vaccine sites (Ameriqual Group LLC) (\$6,696.00)

**Total Emergency Management Expenses (\$6,696.00)**

Superior Court No.2  
 Installation of polished glass partition shields during the COVID19 Pandemic (Siemers Glass) (\$5,075.00)

**Total Superior Court No. 2 Expenses (\$5,075.00)**

TOTAL EXPENSES: (\$11,771.00)  
 REMAINING EXPENSE COVID LINE ITEM BALANCE: \$618,777.33