

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 10, 2020
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
STREET PLANS
PP-20-10**

Commissioner Saylor: Good afternoon, everyone. Alright, get organized here. First item on the agenda tonight is our APC. So, Molly, you're up.

Molly Barnhill: Okay, we have Street Plans, PP-20-10, being North Warrick Industrial Park, Section 3 Subdivision. Petitioner and owner is Warrick County Redevelopment Commissioner by Steve Roelle, Executive Director, Economic Development. It's a hundred ninety-eight point one-two (198.12) acres on, located one (1) mile south of the intersection of Old State Road 57 and Indiana 68 in Elberfeld, Indiana. And on the east side of Old State Road 57 being Outlot A, North Warrick Industrial Park, Section 1, Greer Township. Advertised on July 23, 2020. They have requested no road improvements and the County Engineer has signed off on that request.

Bobby Howard: Everything's fine. Would recommend approval.

Commissioner Saylor: Recommend approval. Hi, Jim. Commissioners? Don't have any questions. Terry?

Commissioner Phillippe: Make a motion to approve PP-20-10.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Jim Morley, Jr.: Thank you.

(PP-20-10 is located on Page 15 of these Official Minutes)

PP-20-11

Molly Barnhill: Next one (1), PP-20-11, Warrick Point Subdivision, petitioner and owner is Rabbit Venture, LLC, by John Rogers, III, who's a member. Six point nine-six (6.96) acres located zero (0) feet south of State Road 66, east and west of the intersection formed by State Road 66 and Country Place Drive, Newburgh, Ohio Township, 28-6-9. Advertised on July 23, 2020 and they have also requested no improvements to the roads and the County Engineer has signed off on that as well.

Commissioner Saylor: Bobby, you good?

Bobby Howard: This is basically a lot line adjustment. So.

Commissioner Saylor: Okay, so, Commissioners, do I have a motion?

Commissioner Johnson: Make a motion to approve PP-20-11.

Commissioner Phillippe: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Jim Morley, Jr.: Thank you.

Commissioner Saylor: Thank you, Jim. Next item on the agenda, oh, sorry, Molly.

(PP-20-11 is located on Page 16 of these Official Minutes)

CONSENSUS ON A ROCK ROAD

Molly Barnhill: If I could add one (1) thing to the agenda, please. We need a consensus on a rock road, whether you guys would allow one (1) or not. I put an exhibit in front of you. Cash Wagner is their engineer of record. I think he is on his way. He's stuck in traffic. But, he said the owners would be here to present. Are you the owners?

Lee Chandler: I'm not the owner.

Molly Barnhill: Okay.

Lee Chandler: My name is Lee Chandler. The name of my company is Vencap. I'm a general contractor/land developer. And I too got that telephone call about a minute ago indicating that Scott was not going to be able to be here on time. So, I'm here. He's asked me to be a set of ears.

Molly Barnhill: Okay.

Lee Chandler: And if there's any questions, I will try to answer what little bit I do know about it.

Molly Barnhill: So, right now, they have fifty (50) feet of access to a county road and they're wanting to add a few homes back there for family. They will have to do a subdivision and do a PUD development which involves building a road. They just want to know, what kind of road can they build? Would it be okay to do a rock? Or do you want pavement or what would you guys like to see go in there.

Bobby Howard: Basically, it's another private road. There's different widths of the road existing now. Of course, those widths would have to meet minimum standards in the future. But, they need a consensus from the Board to know how to proceed with getting the street plans submitted and how they're going to develop their property.

Commissioner Johnson: Recommendations, Bobby?

Bobby Howard: Again, this is a private, as long as the plat indicates it's a private street not to be accepted by the County, I do not have a concern about it, gravel road in a private unit development, with family kind of thing.

Commissioner Saylor: So, that would be on the plat? So, twenty (20) years from now, when these guys sell or new owners, they won't want this blacktopped?

Bobby Howard: The only way to have that happen in the future was to bring it up to the County standards at that time.

Commissioner Saylor: I mean I'm okay with it.

Commissioner Johnson: I'm alright.

Commissioner Saylor: You're okay with it?

Commissioner Phillippe: My concern was with the future.

Commissioner Saylor: Could we set precedence, and we have some in, we have some of that going on now where previous Boards have done this and how the new owners, they want it blacktopped, double chipped and sealed. That kind of thing.

Lee Chandler: We can appreciate that. The question I would have is, are we worried about a minimum width? Is that something that is coming to a concern?

Bobby Howard: Not only the minimum width but right now just whether they would allow a gravel road or paved road. But minimum width wise would probably go into the eighteen (18) to twenty (20) foot width range.

Lee Chandler: Right.

Bobby Howard: You've got that most places.

Lee Chandler: Right.

Bobby Howard: The eastern most road that comes back to the south probably needs to be widened and that kind of thing. But that, we can work out the details once they give you consensus on if they're allowing a private rock road.

Lee Chandler: Great. Thank you.

Commissioner Saylor: So, you would be the builder of the, redoing the road, or what...?

Lee Chandler: I personally would not be looking at the road at this stage. I may have some input to it, but that's about it right now. Some other people that we've used in the past are K & K or B & B, would be involved in something like that that are rock, that are road builders.

Commissioner Saylor: Commissioners, what's your wishes?

Commissioner Phillippe: Find the source, secure in the future.

Commissioner Saylor: So, so, Bobby, so, do we make a motion based on this, a rock road based on, up to County standards or what?

Bobby Howard: I don't know that you, they really just need a consensus, I would think. And you would make the motion later when the street plans come before you.

Commissioner Saylor: Okay.

Molly Barnhill: Right.

Roger Emmons: I mean there's been precedence set on this before, Bobby.

Bobby Howard: Yes.

Roger Emmons: Before the Commissioners would accept it, like it was stated, they had to bring them up to County standards and (inaudible) chip in.

Commissioner Saylor: Find out what they need, up to our standards. So, I guess I'm good with it if it's brought up to County standards in accordance with what Bobby...

Bobby Howard: For a private road.

Commissioner Saylor: Private road, yeah.

Bobby Howard: A private aggregate roadway.

Commissioner Saylor: You good with that, Commissioner Johnson?

Commissioner Johnson: Yes.

Commissioner Saylor: Commissioner Phillippe? Alright. There's your consensus.

Lee Chandler: Great.

Molly Barnhill: I'll let the developer know.

Lee Chandler: Thank you.

Molly Barnhill: Thanks, you guys.

Commissioner Saylor: Thanks.

Molly Barnhill: (Inaudible).

Commissioner Saylor: Thanks, Molly.

Roger Emmons: Be back at 6 (PM)?

Molly Barnhill: I'll be here.

Roger Emmons: Okay. Thank you.

**APPROVAL OF MINUTES
JULY 27, 2020**

Commissioner Saylor: Next item on the agenda is our Approval of our July 27, 2020, 4:00 PM, Regular Session Minutes. Commissioners, is there any discussion on any of those minutes?

Commissioner Phillippe: No.

Commissioner Johnson: Make the motion to approve.

Commissioner Phillippe: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

CONSENT AGENDA

Commissioner Saylor: Next item on the agenda is our Consent Agenda. And Roger, you have...?

Roger Emmons: No, we don't have any under the Consent, Mr. President.

Commissioner Saylor: We have none?

Roger Emmons: No.

Commissioner Saylor: Okay.

**ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
DISCUSS ANNOUNCEMENT TO WARRICK COUNTY NON-PROFIT ORGANIZATIONS
AND SMALL BUSINESSES – ENTITLEMENT TO REIMBURSEMENT UNDER THE CARES
ACT FOR COVID RELATED EXPENSES**

Commissioner Saylor: So, next item is Items for Discussion and Roger, you're up.

Roger Emmons: No, Items for Discussion, but under my items, let me get to my page. Todd suggested the Commissioners discuss an announcement to Warrick County Non-Profit Organizations and Small Businesses that they have an entitlement for reimbursement under the CARES Act for COVID-19 related expenses. Todd sent the initial email to the Board on August 3rd. It included a CARES Act Reimbursement Form he had prepared. And if the Board approves that, I can have Guy put it on our website for those types of organizations to use. Todd did confirm that the bulk of the work would be done by his firm and its staff members. So, they come to this office, we would convey them to Todd's firm.

Todd Glass: Right, if the Commissioners wish to relay that information out to Warrick County Non-Profits and Small Businesses. We could start processing that along with the other reimbursement requests through the CARES Act. Would not really be all that difficult to do and if the Commissioners wish to do that and wish to use the form it would probably help us administer the requests and send them up to Indianapolis.

Commissioner Saylor: So, Todd, how does the money work, where we've got to submit to the State to get reimbursed for that? So, how's that money get back to the non-for-profits?

Todd Glass: That will go directly to the non-profit. It won't be funneled through the County that I know of. So, if I find out otherwise, we'll have to think through that.

Commissioner Saylor: Okay, I was just kind of curious on how that's gonna...

Commissioner Phillippe: I think we need to talk about this some more.

Todd Glass: We can certainly find out how that's coming back.

Commissioner Phillippe: (Inaudible) what's allowable and what the process is going to be.

Roger Emmons: Yeah, there's no problem with you tabling it that I see.

Todd Glass: Oh, no. No, not at all. It's the same reimbursement program for them as with other local governments. But, one (1) thing that you can do, if you want to give them that opportunity, like you could just say, what we're going to process through our system are like PPE, certain supplies, reimbursements for masks, other types of equipment. Here are the handful of categories that you can submit reimbursement requests for through our offices and you can do it like that. I can certainly find out, verify how the reimbursement, the approved reimbursements are reimbursed to the various businesses and Non-Profits. I can find that out, for example, if you want to table it.

Roger Emmons: I think we'd need to know that for sure.

Auditor Stevens: (Inaudible). You want me to answer that?

Todd Glass: I...

Auditor Stevens: I can answer that. Debbie Stevens, Warrick County Auditor. The County becomes a pass-through agency for those funds and so we would, they are receipted into a Federal Grant Fund and then we would just disburse those by claim to the entities that they go to. So, it's simple. Just like we do now.

Roger Emmons: Like any expense claim, except it would be to the CARES Act?

Auditor Stevens: Yes, right. It would be straight from the claims that you are submitting.

Todd Glass: That would be the same, the information would be on the same paperwork as the reimbursement request would be, the same claim form.

Auditor Stevens: Exactly. Yeah, and then it's just disbursed from the County. We become the pass-through agency for the Federal Funds to, whoever that entity is.

Todd Glass: So, if ACME Non-Profit Group submits the three hundred seventy-five dollar (\$375.00) reimbursement request, once that three hundred seventy-five dollars (\$375.00) is receipted in by Warrick County, then you could then process it?

Auditor Stevens: Correct.

Roger Emmons: Thank you, Debbie.

Auditor Stevens: You're welcome.

Commissioner Saylor: You got some questions on it?

Commissioner Phillippe: It's, I think it's going to turn into a fiasco (inaudible). I want to do it, but (inaudible).

Commissioner Saylor: Well, and, I don't think...

Commissioner Phillippe: Gonna dive into it without knowing what the process is.

Commissioner Saylor: Well, I think, I think, Todd, correct me, chime in here, were you guys gonna kind of create a list then kind of handle it through your office and...?

Todd Glass: Right. I would suggest that to answer any fears you would have, that we'd get requests to reimburse for sofas and a whole church full of computers or something like that that you would limit it to personal protective equipment, masks, facial coverings, and sanitizers and disinfectants, wipes, other cleaning materials or other safety gear that are directly attributable as an expense that they've incurred as a result of COVID. The thing about CARES Act is that they say that they're entitled to get reimbursement for those expenses. And if by limiting, limiting it to that, putting the form on the website, they print the form out, fill it out, attach your original receipts, send them to Roger and he'll submit them to John and I and we'll process them.

Commissioner Saylor: Is that and/or the prevention and the spread of COVID? Because if they could, just purchase just disinfectant equipment and that kind of thing too? I mean that's as important as wearing a PPE. Because some of these have large groups. They come in from out of town. You know...

Todd Glass: All of that is reimbursable through the CARES Act and they're incurring those expenses. And the only way that they have the opportunity to get reimbursement through the CARES Act is through us.

Commissioner Saylor: Right.

Roger Emmons: Todd, is that a part of the County's original two million twenty-nine thousand (\$2,029,000.00)?

Todd Glass: It would be.

Roger Emmons: Yes.

Commissioner Johnson: Who makes the determination on what is reimbursable and what is not?

Todd Glass: The Indiana Finance Authority.

Commissioner Johnson: They will oversee that?

Todd Glass: Um hum.

Roger Emmons: Yep.

Commissioner Saylor: So, we would make no guarantees they're going to be reimbursed. We would be the...

Todd Glass: Yeah, we have a disclaimer on the form and we're just a conduit to send it up to IFA, get the response back, and whatever their response is, it is. We're not even going to give advice or answer questions about is this reimbursable or not. It's just send the form in and we'll send it up.

Commissioner Saylor: And I know we've had, what, a couple, few inquiries already about reimburse, monies available.

Heather Soberg: We've had a couple.

Commissioner Saylor: That's what I thought. So.

Roger Emmons: Heather must have got those. I don't remember any specific requests.

Commissioner Saylor: One (1) of them was for a soccer organization.

Commissioner Johnson: So, what do we need to do here?

Roger Emmons: Oh, that's right, soccer.

Todd Glass: I think you'd probably, consensus is sufficient. Just whether or not you want to instruct my office to process these through the CARES Act Reimbursement Program that we're already administering.

Commissioner Phillippe: So, we're going to take every request that is approved by the Finance Authority and pass it through?

Todd Glass: For Warrick County Non-Profits and Small Business, yeah.

Commissioner Phillippe: So, as an extreme example, that probably would never happen, if a 501c3 bought two million dollars (\$2,000,000.00) worth of masks and sent us the form, we send it up to the State and if they said, yep, it's reimbursable, we're gonna give all our money to that one (1) organization?

Todd Glass: Well, how do you want me to answer that?

Commissioner Phillippe: That's what makes me nervous.

Todd Glass: Yeah. I think the, everything that's in process and being administered right now is in process and be submitted. This is going to take a few weeks to get it out there and, for people to be aware of its happening.

Commissioner Saylor: Can, can we put in there verbiage that the Commissioners' Office reserves the right to reject any unreasonable and customary, I mean, just like Terry's point, you know? If they've got a group of a hundred and fifty (150) non-for-profits and they're asking for two million (2,000,000) masks, that's unreasonable and not customary.

Commissioner Phillippe: I think the thing that everybody needs to understand is two point two million dollars (\$2,200,000.00) sounds like a lot of money, but that's literally for every person, citizen, organization, government entity, townships in Warrick County. That's (inaudible) a lot.

Commissioner Saylor: Well, the Cities and Towns got their own money.

Commissioner Phillippe: Right.

Commissioner Saylor: And the Townships are part of that two million (\$2,000,000.00), our two million dollars (\$2,000,000.00), right?

Commissioner Phillippe: Right.

Commissioner Saylor: And I've only heard of one (1) Township that has even working on any, spending any of those funds.

Commissioner Johnson: Is this to reimburse somebody for expenses that they've already...?

Roger Emmons: Yeah, they've got to pay it up front.

Commissioner Johnson: It's not to go out and buy a purchase of two million dollars (\$2,000,000.00) worth of masks.

Commissioner Phillippe: Right.

Todd Glass: Correct.

Commissioner Johnson: Reimbursed.

Todd Glass: Correct.

Commissioner Saylor: So, that's another thing. A lot of these non-for-profits don't have a lot of money in their coffers anyway to go out and do that. So...

Todd Glass: And...

Commissioner Phillippe: I want to do it. I just think it has to have parameters.

Commissioner Johnson: I think we can put something in there.

Commissioner Saylor: So, if we approve this on a consensus, with parameters, you're good with it?

Commissioner Phillippe: Yeah.

Commissioner Saylor: Okay. Bob?

Commissioner Johnson: I'm good.

Todd Glass: Why don't I submit to you proposed parameters, give me some feedback, and we can try to launch it...

Roger Emmons: Cause we've got to the end of this year and they're proposing extending it to the end of March next year as far as the deadline for submitting. We had submitted, I say we, it's actually Todd's colleague, John Goth, five (5), I think five (5) requests. And John's got a real good rapport with IFA.

Commissioner Saylor: I've actually reached out to Congressman Bucshon's Office and, and inquired about that. What's the chances of this getting extended? I've not heard back from that. Because that was late last week when I reached out to his office.

Todd Glass: I think the County would have the discretion to retract this program, take it down from its website, and quit promoting it if for some reason we got any troubles, reimbursement requests submitted.

Roger Emmons: Todd, was it really the responsibility of the Non-Profits and the small businesses to learn about this entitlement on their own, or does the County have an obligation?

Todd Glass: No, the County doesn't have an obligation. It's a conduit, as Auditor Stevens mentioned. But, the Federal Government and in turn the Indiana Finance Authority are using the County as the conduit and other municipalities as a conduit to just get the reimbursement request up to Indianapolis and get the money down to the people.

Roger Emmons: Right.

Todd Glass: So, that's, that's the extent. I think your question's a good question however, as to if we put the reimbursement request form on the website, maybe one (1) link to the CARES Act for information where they can get information that they would need to fill their form out. But, I'll submit that, Mr. President, to the Board and you can give me further direction and limitations on how you want to proceed with it and see how it goes.

Commissioner Saylor: I'm okay with it.

Commissioner Phillippe: Okay.

Roger Emmons: So, do you want it tabled to the next meeting? Or proceed with the consensus based on the parameters he's going to give you?

Todd Glass: I had taken that they'd given the consensus for that and for me to submit that proposed parameters for them to approve.

Commissioner Phillippe: Yes.

Roger Emmons: Thank you.

TRANSFER OF PICKUP TRUCKS BETWEEN DEPARTMENTS MAINTENANCE – HIGHWAY – STORM WATER

Roger Emmons: Gentlemen, I have a couple of other items, if you bear with me. One (1) is a transfer of pickup trucks between departments. As I understand it, the Highway Department will get a 2008 Ford F-250 three-quarter (3/4) ton, VIN ending in 12471 from our current Maintenance Department. And the Maintenance Department would get a 2005 Ford F-150 half (1/2) ton, VIN ending in 70042 from Storm Water Department. Is that correct, Bobby? That's what Jack brought me.

Bobby Howard: Yeah, I mean it's the Highway Department's vehicle, but we were letting Storm Water use it under an interoffice agreement.

Roger Emmons: And was that at one (1) time used by the Surveyor?

Bobby Howard: Yes.

Roger Emmons: Okay.

Bobby Howard: And then this maintenance vehicle was a Highway Department's, too.

Roger Emmons: That's true. They're all inter-transfers.

Commissioner Saylor: So, Bobby, this half (1/2) ton is in good running order? Needs no work or anything?

Bobby Howard: Yes. No.

Commissioner Saylor: Okay. And I guess, I would assume that '08 three-quarter (3/4) ton is, we've not heard Jeff say anything. Roger, have you heard Jeff as anything about?

Roger Emmons: Not said anything about any problems with it.

Bobby Howard: We just need a three-quarter (3/4) ton to be able to pull the crack seal and (inaudible).

Commissioner Saylor: Correct. And if so, none of the Commissioners have an issue with it. The only thing that I chimed in was that I know Jeff had put a tool box or you guys had put a tool box on there, if we could get that switched out so he has a tool box or whatever. That's the only thing. So.

Bobby Howard: Yep.

Commissioner Saylor: Guys, do I have a motion to approve this?

Commissioner Phillippe: Make a motion to approve the transfer.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

EVAPAR AGREEMENTS FOR EMA

Roger Emmons: The last item has to do with the preventative maintenance agreement that we have and are up for renewal for generators that are serviced by EVAPAR in Evansville. And Dave Woolen, the EMA Director, told me that because of the required number of visits that are set forth by the Indiana Public Safety Commission, it would be best to keep his current agreement, which is for one thousand one hundred twenty-five dollars (\$1,125.00) for his two (2) generators. One (1) at ALCOA and one (1) here at the south tower in Boonville. They're proposing a three (3) year agreement. The agreement language is a pre-paid agreement. However, you can do this on an annual basis with the invoice. The second part of it is that we have a current agreement up for renewal that is for the Courthouse, the Judicial Center, and the Jail. And so, given the Sheriff's comments with his agreement with the, I can't remember the name of the company. Is it Gateway? Perhaps you might want to table this one (1) until further discussion with Mike. But, I would, Dave would like to get his EMA agreement in place. So, I've got that for your consideration this evening.

Commissioner Saylor: Alright, so we're gonna, we have in front of us an EMA maintenance agreement with EVAPAR, EVAPAR for EMA. Is that right, Roger?

Roger Emmons: That's correct?

Commissioner Saylor: Okay, so Commissioners, do I have a motion for that agreement?

Commissioner Johnson: For the three (3) years?

Commissioner Saylor: No?

Roger Emmons: It is a three (3) year agreement, but you can pay the invoice annually instead of having to pay the total, the whole three thousand three-seventy-five (\$3,375.00) up front. That would be the total for the three (3) years.

Commissioner Johnson: So, if we pay it annually, does the amount stay the same?

Roger Emmons: Yes.

Commissioner Johnson: All three (3) years?

Roger Emmons: Yes.

Commissioner Johnson: Okay.

Roger Emmons: I mean according to what I've read on the documents that Robin Alvey with EVAPAR sent me.

Commissioner Johnson: I'll make a motion to approve the generator PM agreements with, for EMA.

Commissioner Phillippe: I'll second the motion.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen. I can list the other at a future agenda at your leisure.

Commissioner Saylor: Okay.

Roger Emmons: That's all I have.

Commissioner Saylor: Is that it? Alright.

Roger Emmons: Yes, Sir.

Commissioner Saylor: Thank you, Roger.

(EVAPAR Agreements are located on Page 17 of these Official Minutes)

**COUNTY ATTORNEY
PROPOSED ENCROACHMENT AGREEMENT WITH THE TOWN OF NEWBURGH
SAFE ROUTE TO SCHOOLS**

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

Todd Glass: Yes, Mr. President. I actually have just a couple quick things that aren't on the agenda. And relatively simple. On, on a proposed encroachment agreement that I've received from the Town of Newburgh, it involves the Safe Routes to School segment between (Hwy) 261 to Casey on Vann on the south side of the road there on the trail that's going to be constructed. Newburgh has a utility easement. They've submitted an Encroachment Agreement to us that I wasn't aware of. But, it's fully signed by the Town Council. There's some changes that I would like to look into making to that agreement and recommending at the next meeting. Plus, I've got to work with Bobby, but this doesn't involve the School Corporation at all. And I have to make sure that it maybe does not involve the School Corporation also. So, with your consensus, I'll work on making those proposed improvements to that agreement and bringing it back to the next meeting.

Commissioner Saylor: I'm good with that.

Commissioner Phillippe: Yep. Yep.

COMMISSIONERS' DEED SALE UPDATE

Todd Glass: And also, Mr. President, I did provide you right before the meeting a quick summary of the Warrick County Commissioners' Deed Sale that occurred a couple weeks ago. I want, like to mention that a variety of offices assisted us that resulted in the success of the sale. That includes the staff of the Commissioners' Office, certainly the Auditor's Office, the Treasurer's Office, also the Assessor's Office, and Recorder's Office. Even Judge Winsett and his staff assisted us to a large degree in getting the process through. But, we did take title to and quieted title to forty-two (42) parcels. That represents about five hundred thousand dollars (\$500,000.00) of delinquent uncollectable taxes that were written off the books for a healthier bottom line for the County, I believe. And we went and sold nine (9) of those properties to abutting landowners and thirty-three (33) parcels were offered at the auction. We brought in over twenty-three thousand dollars (\$23,000.00) of income. All of those parcels will start paying property taxes then this November and with expenses of roughly twenty thousand dollars (\$20,000.00), we stayed in the black, which I was happy to report. So, we have five (5) unsold parcels and, Mr. President, we'll make an attempt to sell those to abutting land owners and see if we're successful here in the next several weeks. When that process is done, hopefully we'll have all

the parcels sold. Just wanted to report that information to you and then of course if you have any questions, ongoing, let me know. I've got to work with the Auditor's Office and get all the final paperwork through. I don't know what the holdup is, but I'll work with Auditor Stevens to get that done.

Commissioner Saylor: Thank you.

Todd Glass: That's all.

Commissioner Saylor: Thank you to all who had a part with that and getting those properties back into production. So, is that it, Todd?

Todd Glass: Yes, Sir.

COUNTY AUDITOR TREASURER'S REPORT

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

Auditor Stevens: Okay, thank you. (Inaudible), I just received the Treasurer's Report this morning. This is just to submit it. There's nothing for you to sign. (Inaudible) Roger, I'll give that to you.

Roger Emmons: Okay.

(Treasurer's Report is located on Page 17 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Alright. I'll do Certified Claims first. Certified Claims in the amount of two million thirty-two thousand two hundred sixty-two dollars and forty-four cents (\$2,032,262.44). That's two-zero-three-two-two-six-two-dot-four-four (\$2,032,262.44).

Commissioner Saylor: Do I have a motion to pay the Certified Claims?

Commissioner Phillippe: Make a motion to pay the Claims.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Auditor Stevens: Okay.

(Certified Claims are located on Pages 18 through 20 of these Official Minutes)

NON-CERTIFIED CLAIMS DRUG COURT – CUM DRAIN – HEALTH DEPARTMENT

Auditor Stevens: I have Non-Certified Claims. First is Claims, payment to Staples. This is for Drug Court, Staples. There was purchases of dish detergent, Air Wick, Febreze. The total amount of the Claim is seventy-seven dollars and forty-nine cents (\$77.49), Non-Certified. Do you want me to go ahead and go through each one (1) of them?

Commissioner Saylor: Yeah, I'd go through all of them.

Auditor Stevens: Then you can vote. Okay. Tom Naas Homes, this is for work in Little Pigeon Creek, two thousand four hundred seventy-five dollars (\$2,475.00). Also, Tom Naas Homes, Cum Drain. The last one (1) was Cum Drain also. One thousand seven hundred fifty dollars (\$1,750.00). This was Pigeon Creek work. Tom Naas Homes, Cum Drain, the location says north of Phillips Road where Wagner, I guess and Wagner's Farm, two thousand five hundred fifty dollars (\$2,550.00). All three (3) of those Claims, there was no bids, no quotes, no contract on those. Same for the next one (1), Cum Drain, Ubelhor, beaver dam, removed a beaver dam at Howard Williams Ditch. Six hundred fifty dollars (\$650.00). Last one (1), we discussed in your last meeting. This is Non-Certified Health Department, payment to a board member for a wood plaque in the amount of one hundred nine dollars and ninety-five cents (\$109.95).

Commissioner Saylor: So, Commissioners, on those Cum, Cum Drain things, those were all brought to the Drainage Board and approved by the Drainage Board.

Commissioner Johnson: Yeah, they need to be taken care of immediately.

Commissioner Saylor: 7-13-(2020) and 7-27-(2020) meetings. So, those, I think we looked at those bids or quotes so to speak. So, do I have a motion on the Un-Certified? Non-Certified Claims? What did you say?

Commissioner Phillippe: I said, I make a motion to approve Claims, (inaudible) Bob said.

Commissioner Johnson: Second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). Sorry, Terry, didn't hear you.

Commissioner Phillippe: That's okay.

(Non-Certified Claims are located on Page 20 of these Official Minutes)

PAYROLL

Auditor Stevens: Alright, next is Accounts Payable Voucher for Payroll. This is Payroll, Friday, August 14th. We have Non-Certified, Prosecuting Attorney, Superior Court (2), Child Support. Economic Development, it is certified. There's a portion for some of the Friedman Park employees, there was no supporting documentation. That was part of the Parks Department. Parks Department is no supporting documentation. Pre-Trial Diversion, no supporting documentation. VOCA and Office of Prosecuting Attorney, no supporting documentation for certification. All other departments are certified. You have any questions? No?

Commissioner Saylor: No.

Auditor Stevens: Total amount of Payroll is four hundred ninety-five thousand eight hundred sixty-seven dollars and sixty-five cents (\$495,867.65). Four-nine-five-eight-six-seven-point-six-five (\$795,867.65).

Commissioner Saylor: Commissioners?

Commissioner Johnson: Make a motion to pay the Payroll.

Commissioner Phillippe: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Okay. I did want to add that in that Payroll, and this is because of an email I received from you Mr. Saylor, for certification of Payroll. There are Payrolls that are certified with time sheet only. And that is valid supporting documentation for certification. Thank you.

Commissioner Saylor: Um hum. Good.

(Payroll Claims are located on Page 21 of these Official Minutes)

**DOSSETT CONSULTING
COST ALLOCATION PLAN**

Auditor Stevens: Last, I have Dossett Consulting. Did you get a chance to look that over Todd? I think it's the exact same contract we had previously but up for renewal. And he does the Cost Allocation Plan for the County and that is for our, in recouping some indirect costs, direct and indirect costs, indirect, I'm sorry, costs for the Title IV-D Program

Todd Glass: And the contract is in proper form and ready for approval by the Board. Which option is the, which compensation option is...?

Auditor Stevens: Pardon?

Todd Glass: It has two (2) options in Exhibit B on how they are to be compensated.

Auditor Stevens: I think one (1) is an annual renewal and the other is for three (3) years, which is what we had before. We had a three (3) year contract with Dossett for the Cost Allocation Plan. It's up to you all to approve what you prefer. I think there's some cost savings with the three (3) years.

Todd Glass: Yeah, it looks like six hundred dollars (\$600.00), savings. But, the prior contract was for three (3) years. Probably, that's what I suggest you do.

Commissioner Saylor: I'm good with the three (3) years. Terry?

Commissioner Phillippe: That's fine. I make a motion to approve the three (3) year contract.

Commissioner Johnson: And I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Okay. That's it. Do you have anything for me?

Commissioner Saylor: Nope.

Auditor Stevens: Okay. Thank you.

Commissioner Saylor: Thank you.

(Dossett Contract is located on Pages 21 through 23 of these Official Minutes)

**COUNTY HIGHWAY/ENGINEER
INDOT PRELIMINARY ENGINEERING SERVICES – LPA AGREEMENT**

Commissioner Saylor: Next item on the agenda is our County Engineer and Highway.

Bobby Howard: First item I have is the INDOT LPA Agreement for Bridge 200 on Waller Fork Road, the replacement. This is the first phase of this contract for PE Services. And the amount is two hundred forty-eight thousand dollars (\$248,000.00) is what we would receive in reimbursement from INDOT for PE Services and I recommend approval of these. These are Boilerplate Agreements.

Commissioner Saylor: Commissioners?

Commissioner Johnson: Make a motion to approve the LPA Agreement.

Commissioner Phillippe: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(INDOT PE Services Agreement is located on File in the Auditor's Office)

**WARRICK TRAILS SAFE ROUTES TO SCHOOL
REQUEST FOR ACKNOWLEDGEMENT AND ACCEPTANCE OF TRAILS**

Bobby Howard: Next item I have is Acknowledgement of Trails for Maintenance from Warrick Trails. These trails would include per our maintenance agreement at this time the Anderson Trailhead, the Vann Park Trailhead, Bellmoore Landing Trail, Friedman Park through trail, Jenner Road and Baker Road which is a shared roadway trail. Roeder Road shared roadway trail. Rosalin Road, Oak Grove Road to Friedman Park. Vann Park Trailhead and the half mile loop in Vann Park. Then the Vann direct trailhead to Wethers Road along Vann Road. The Victoria Manor Phase 1 frontage along Anderson Road. And I believe that is it right now. There's still two (2) more sections that we'll be looking at and probably be bringing back to your next meeting. But, I'd recommend approval of these based on our conversations that we've had with the trails group. I believe there's a list of items, punch list items, that they are going to do in regards to striping and some handrails. But, subject to those things being done, I believe we can accept it for maintenance. Per the approved maintenance agreement between the County, Parks, and Warrick Trails.

Commissioner Saylor: Alright. And I think the School Corporation's in there, right? In...?

Bobby Howard: They have a section that we're still working on now. But...

Commissioner Saylor: Okay. So, do I have a motion?

Commissioner Phillippe: I make the motion.

Commissioner Johnson: Second.

Commissioner Saylor: So, I have a first and a second. And I would just like to say, that these trails are a benefit to, to almost every citizen in Warrick County. I know they're not everywhere yet. But, the trails group is an aggressive group. They're dynamic. They don't sit on their laurels. They, they get out and get busy and, you know, I just, my personal opinion is that, you know, we need to help maintain and maintenance these. So, Bobby, I appreciate your Highway Department taking on some of that responsibility. I know, I know funding's always going to be an issue. I think the trails group will be there for us. And so, you know, we just appreciate what they're doing. How they're being built and I know all of you in the community have seen hundreds, hundreds of people on there. My only complaint is they're not wide enough and there's not enough of them. We're working on that a little bit. So, I have a first and a second motion. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Acknowledgement and Acceptance of Trails is located on Page 24 of these Official Minutes)

**GREEN SPRINGS VALLEY SEWER UPGRADES
NEWBURGH WORK IN RIGHT-OF-WAY**

Bobby Howard: Last item I have is the work in road right-of-way permit for Newburgh Sewer. I brought this before you because there's five (5) sections of road closings along Green Springs Valley, trunk line upgrades. Those five (5) areas would be Birch Drive. There's a road crossing, expected to have a ten (10) day closure. Spruce Drive, ten (10) day closure. Walnut Drive, fourteen (14) day closure due to the depth of the line. Gum Drive, ten (10) day closure. And Ruffian Lane approximate ten (10) day closure. And as well, we will try to incorporate a box culvert project with them while they're working on that particular closure and the road is closed. But, this is for the Green Springs Valley Subdivision. That's east of Bell and north of Lincoln.

Commissioner Saylor: So, is the Green Springs Valley north or south?

Bobby Howard: North.

Commissioner Saylor: North. Bobby, can I have a list of what you just read off?

Bobby Howard: Yes.

Commissioner Saylor: Can you just copy that and send an email, please?

Bobby Howard: Yeah, and this is expected to take, the entire job was over two hundred (200) days. And so then they will have to do certain repairs to the roadways that they're crossing as part of that. Then we have repairs to the roadways outside of this area that we plan on doing as well. And just want to take these road closures to Board meetings.

Commissioner Saylor: So, Bobby, we've gotten several negative comments about streets and roads in Green Springs Valley and this is one (1) of the reasons we couldn't go in and resurface those roads in there because you've made the Commissioners aware of the sewer project and there's some drainage projects to be done...

Bobby Howard: Yes.

Commissioner Saylor: In that area. So, while those streets are not in good shape at all, what we didn't want to do is go in there and lay new asphalt down and then be cut up. So that makes no good sense at all. So, I know those, those residents in those, those areas will happy to see this work done and completed and so we can get in there and do some work on the streets. Did we make a motion on it?

Commissioner Johnson: I make that motion.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Bobby Howard: We will get this processed. Thank you very much.

Commissioner Saylor: Is that it? Thank you, Bobby.

COUNTY PURCHASING

Commissioner Saylor: Next item on the agenda is our County Purchasing. Joe?

Joe Grassman: Nothing, Mr. President.

Commissioner Saylor: Thank you, Sir.

COUNTY SHERIFF

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

Sheriff Wilder: I don't have anything.

Commissioner Saylor: Thank you, Mike.

COMMISSIONER ITEMS FOR DISCUSSION
COMMISSIONER SAYLOR – ADDRESSED ISSUES WITH COUNTY COUNCIL

Commissioner Saylor: Next item on the agenda is for Discussion Items. Commissioner Phillippe?

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

Commissioner Saylor: Okay, I have one (1) item. In the last Council meeting, the County Commissioners were, I felt like a little bit criticized and taken to task for their budgets, getting their budgets in order. And every year we go with our worksheets to adopt budgets and every year we get shorted and basically told if you run out of money in that line item, come to the Council for an Additional Appropriation. So, but then, we're criticized in a public meeting and I take task to that. So, I have a problem when we're, when we go for a budget, and I believe in budgets. And we were approved, our budgets were approved one million one hundred... one million one hundred fifty-two thousand five hundred eighty-four dollars (\$1,152,584.00) less than what we requested. So, how can we cut, now a lot of that is, is medical, our group health insurance. It's an issue. It's a problem. We have dealt with it on a daily basis trying to address things. We've done clinics. We've done, help me out, Commissioners, wellness.

Commissioner Phillippe: Clinics. We changed our pharmacy benefits manager.

Commissioner Johnson: Disease management.

Commissioner Saylor: And I know that pharmacy benefit manager is saved, what? Terry?

Commissioner Phillippe: Hundreds of thousands of dollars.

Commissioner Saylor: Hundreds of thousands of dollars. Of course, there's no recognition for that.

Commissioner Phillippe: Claims keep going up.

Commissioner Saylor: I just, I just want to get that on record that, that we have done, and Roger works our budgets closely and when you're shorted a million five (\$1,500,000.00) or a million one-five-two dollars (\$1,152,000.00), it's pretty hard to stay within a budget when you don't have enough money to work in the first place. So, anyway, that being said, Commissioner, you have another motion? Or do you have any comments?

Commissioner Phillippe: I agree. Nobody has a crystal ball. And with an aging population that has health issues, our claims are going to continue to go up. We have no control over that. What we did predict, we asked for and did not receive. So, to your point.

Commissioner Johnson: But, at the same time, when you get turned down for the amount you're requesting and the Council says, oh, don't worry about that, just come back for an Additional Appropriation. And then you go and apply for that Additional Appropriation and you get criticized and ridiculed in public. I just feel that's wrong. It's not the way we should be conducting business. We should be working together in this County. And right now, it doesn't appear that we are.

Commissioner Phillippe: So, Bob, to your point, I would mention that I've had one (1) County Council member come and sit down and have these discussions alongside of us.

Commissioner Johnson: I agree.

Commissioner Saylor: That's my (inaudible).

Commissioner Johnson: We have one (1) engaged person.

Commissioner Saylor: I have one (1) engaged County Council member on my end. And so, anyway. That being said, Commissioners, do I have a motion?

Commissioner Phillippe: Motion to adjourn.

Commissioner Johnson: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Meeting adjourned. (Motion carried 3-0).

ADJOURNMENT: Meeting adjourned at 4:47 P.M.

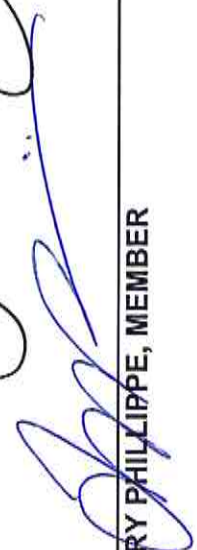
WARRICK COUNTY BOARD OF COMMISSIONERS



DAN SAYLOR, PRESIDENT



ROBERT JOHNSON, JR., VICE PRESIDENT



TERRY PHILLIPPE, MEMBER

ATTEST


DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

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

Certificate of Compliance - North Warrick Industrial Park Section 3
Plan and Specifications - Street Construction

Submission Date: July 7, 2020
Probable Start Construction: July 2020
Probable Finish Construction: July 2025
Project Location: Property located one mile south of the intersection formed by Old State Road 57 and IN-68, in Elberfeld, IN.
Describe in detail type of street construction:
No street construction or curb cuts are proposed for this project.
No storm sewers are proposed for this project.
No earthwork is proposed for this project.
TOTAL Streets - \$0
TOTAL Signs - \$0
TOTAL Miscellaneous - \$0
TOTAL Storm Sewer - \$0
TOTAL Sidewalks - \$0

FILED
JUL 07 2020
WARRICK COUNTY
AREA PLAN COMMISSION

J:\5000\6300-5399\5313\Section 3 Plat\Documents\20200630_05313.4.003_PrimaryCOC.docx Page 1

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

Owner name: Warrick County Redevelopment Commission - Steve Roelle, Exec. Director
Signature: _____
Address: 4763 Rosebud Ln, Suite C, Newburgh, IN 47630

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

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

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

Signature _____
Typed Name James E. Morley
Engineer X Licensed Land Surveyor Ind. Reg. No. 10100250 Phone No. 812-464-8588
Address 4800 Rosebud Lane, Newburgh, IN 47630 Phone No. 812-464-8588
SEAL

I will perform reasonable and periodic inspection of this project during construction to determine if the construction complies with the plans and specifications approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature _____
Typed Name James E. Morley
Engineer X Licensed Land Surveyor Ind. Reg. No. 10100250 Phone No. 812-464-8588
Address 4800 Rosebud Lane, Newburgh, IN 47630 Phone No. 812-464-8588
SEAL

Reviewed By: Area Plan Commission
Date: _____ Comments _____
By: _____
Date: _____ Comments _____
Approval granted by the Board of County Commissioners this 10th day of August, 2020.

J:\5000\6300-5399\5313\Section 3 Plat\Documents\20200630_05313.4.003_PrimaryCOC.docx Page 2

FILED
JUL 07 2020
WARRICK COUNTY
AREA PLAN COMMISSION

Attest: _____
County Auditor

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners 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 07 2020
WARRICK COUNTY
AREA PLAN COMMISSION

J:\5000\6300-5399\5313\Section 3 Plat\Documents\20200630_05313.4.003_PrimaryCOC.docx Page 3

WARRICK COUNTY, INDIANA
Board of County Commissioners
Court House
Boonville, IN 47801

Certificate of Compliance - Warrick Point Subdivision
Plan and Specifications - Street Construction

Submission Date: July 7, 2020 Probable Start Construction: Not Applicable
Probable Finish Construction: Not Applicable
Project Location: Property located 8,350 LF east of I-69, south of the intersection between Highway 86 and County Place Drive, in Newburgh, IN 47630.
Describe in detail type of street construction:
No street construction or curb cuts are proposed for this project.
No storm sewers are proposed for this project.
No earthwork is proposed for this project.

TOTAL Streets - \$0
TOTAL Signs - \$0
TOTAL Miscellaneous - \$0
TOTAL Storm Sewer - \$0
TOTAL Sidewalks - \$0

FILED
JUL 07 2020
WARRICK COUNTY
AREA PLAN COMMISSION

J:\8000\19100-9199\13\CVIL 3D\Documents\13 Lot Major SubPrimary Filing\13136 PrimaryCOC.docx Page 1

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

Owner name: John Rogers III
Signature: [Signature]
Address: 400 E Sycamore Street, Evansville, IN

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

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

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

Signature: [Signature]
Typed Name: James E. Madlex
Engineer: X Licensed Land Surveyor Ind. Reg. No. 10100250 Phone No. 812-484-9555
Address: 4800 Rosebud Lane, Newburgh, IN 47630 SEAL



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

Signature: [Signature]
Typed Name: James E. Madlex
Engineer: X Licensed Land Surveyor Ind. Reg. No. 10100250 Phone No. 812-484-9555
Address: 4800 Rosebud Lane, Newburgh, IN 47630 SEAL



J:\8000\19100-9199\13\CVIL 3D\Documents\13 Lot Major SubPrimary Filing\13136 PrimaryCOC.docx

FILED
JUL 07 2020
WARRICK COUNTY
AREA PLAN COMMISSION

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

Reviewed By: County Engineer
Date: _____ Comments: _____

Approval granted by the Board of County Commissioners this 20th day of August, 2020.

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 Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and the County Engineer. One Copy shall be retained by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

FILED
JUL 07 2020
WARRICK COUNTY
AREA PLAN COMMISSION

J:\8000\19100-9199\13\CVIL 3D\Documents\13 Lot Major SubPrimary Filing\13136 PrimaryCOC.docx Page 3



PREVENTATIVE MAINTENANCE AGREEMENT

This quote includes a Major PM service and a Minor PM service (2 visits per year) for 3 years (2020-21 through 2022). Any change in service request would require a new quote. The charge for this maintenance will be as listed below.

Table with columns: Make, Model No., Serial No., Location, Ratio. Includes entries for Onan generators and an annual total of \$3,376.00.

This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature or altering the equipment. EVAPAR shall not be responsible for failure to render the services for causes beyond its control, including strikes and labor disputes.

CUSTOMER: Warrick County Commissioners for Warrick County Emergency Management Services. Owner: Dan Saville, President. Signature: Robin Alvey.

Contact Person: Dave Kocler, EMA Director. Address: 107 W Locust Street, Boonville IN 47601. Phone: 812-589-3175. Date: 08/10/2020. Account: 420371.

8000 N Kentucky Ave, Evansville, IN 47726. Phone: 812-857-5900. Fax: 812-867-2368. 1120 Pleasant Drive, Louisville, KY 40209. Phone: 502-267-5316. Fax: 502-267-0206.

3810 Concept Court, Boonville, IN 47601. Phone: 260-497-7408. Fax: 260-497-7483.

PREVENTATIVE MAINTENANCE SCOPE OF WORK

This Preventative Maintenance Agreement is entered into by EVAPAR and the owner to perform preventative maintenance on the generator. EVAPAR will perform two (2) visits annually; and (1) inspection and (1) one Full Service at 6 month intervals. Work is to be scheduled and performed during regular business hours.

This scope of work to be performed includes labor, parts, travel time and mileage for the equipment listed on this agreement. Any additional work, recommended or required, brought to owner's attention. Upon approval, additional work will be performed for agreed upon charge.

- Engines: inspect air filter, clean/replace as needed; check oil level; check condition/tension of belts; check/clean ignition system; check fuel lines; lubricate governor and linkages. Oil System: change oil (annually); inspect for leaks. Cooling System: check radiator coolant level; test/record anti-freeze/nitrites. Battery: check operation of engine block heater; clean and grease battery post/cable. Electrical: check battery terminal on cables; check/record battery volts/amps; check/record alternator volts/amps. Starting System: check start solenoid terminals; check starter connections. Visually inspect control panel; check gauges, meters and visually inspect electrical connections. Check generator output voltage. Visually inspect generator and exciter windings.

- Fuel System: change fuel filter(s) annually; check for fuel leaks; inspect fuel bowl or water separator; check injection pump lines; check day tank operation; check fuel transfer pump; check fuel pressure regulator; inspect fuel tank and rupture basin for leaks. Exhaust System: visually inspect for leaks/damage; inspect flexible exhaust pipe; inspect trap. Operating Check: run and inspect for proper oil pressure, coolant/oil temperature, alternator charger rate, generator voltage and frequency; check for leaks and meter readings; test all safety shutdown devices. Automatic Transfer Switch: check operation of louvers; inspect ATS & enclosure for corrosion, moisture; check and verify and calibrate as needed; check normal and emergency frequency and voltage at ATS connection; perform power failure or building load test; inspect all check/record amperage and voltage on each leg; check transfer switch contacts for voltage drop (normal and emergency); return all switches into proper operating mode. Supports and Instruction: submit recommendations to owner with any recommendations of future work/parts required; instruct owner personnel in operating or upkeep procedure.

WARRICK COUNTY TREASURER'S MONTHLY REPORT

Financial report table with columns for various categories like 'Total Taxes Collected', 'Cash Change Fund', 'Sewerage Collections', 'Depository Balance', etc. Includes a 'RECONCILEMENT WITH DEPOSITORIES' section at the bottom.

RECEIVED AUG 07 2020 WARRICK CO. AUDITOR. FILED AUG 07 2020 WARRICK CO. AUDITOR.

State of Indiana, Warrick County, ss: I, the undersigned Treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief. Dated on this 10th day of August, 2020.

WARRICK COUNTY, INDIANA
Governmental Unit
Friday, August 14, 2020

ACCOUNTS PAYABLE VOUCHER REGISTER

NOTICE: THIS REGISTER SHOWS THE AMOUNTS OF VOUCHERS THAT HAVE BEEN PAID BY OR FOR THE GOVERNMENTAL UNIT. IT DOES NOT SHOW THE AMOUNTS OF VOUCHERS THAT HAVE BEEN PAID BY OR FOR THE GOVERNMENTAL UNIT. IT DOES NOT SHOW THE AMOUNTS OF VOUCHERS THAT HAVE BEEN PAID BY OR FOR THE GOVERNMENTAL UNIT.

Table with columns: Filed, Name of Claimant, Department, Amount of Voucher Allowed, Warrant, Certified. Lists various departments like CLERK, AUDITOR, SHERIFF, etc., with their respective voucher amounts and certification status.

Summary table with columns: CASH, ADULT COMM BASED SUP - DC, 0141, 0210, Total \$, 1,552.76, 480,807.05

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereto, are true and correct and I have audited the same in accordance. Claims without supporting documentation cannot be certified as true and correct. Eddy, August 14, 2020. Debbie Stevens, Fiscal Officer

ALLOWANCE OF VOUCHERS IC 5-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers are not allowed as shown on the register such vouchers are allowed in the total \$ 480,807.05

Robert Hamilton, County Cashier
Terry Phillips, County Commissioner

FILED
AUG 17 2020
Debbie Stevens

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between Dossert Consulting, LLC, (hereinafter "Consultant"), and Warrick County, Indiana (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A.
(2) Term. This Agreement shall commence on 10 day of August, 2020 ("effective date") and be in full force and effect for the term as stated in Exhibit B.
(3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
(4) Termination. Client or Consultant may terminate this Agreement for any reason upon thirty (30) days prior written notice to Consultant or Client. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to and accepted by Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.
(5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client shall provide and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data it provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
(6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years after the completion of the Services. During the term of this Agreement, Client shall permit and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to audit only during Consultant's normal business hours. Any Client's inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) Copyright for Consultant's Proprietary Software. To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, worker's compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.

(9) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all claims whatsoever arising out of or in any way related to this Agreement from any cause shall be limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within 1 year after the date on which Consultant completes performance of the services specified in this Agreement.

(10) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.

(11) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

To County:

Warrick County
Auditors Office
One County Square, Suite 214
Boonville, IN 47601

To Consultant:

Dossett Consulting, LLC.
5610 Crawfordsville Road, Suite 1104
Indianapolis, IN 46224

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(12) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(13) Antidiscrimination. Pursuant to IC 22-9-1-10 the Consultant agrees that neither Consultant or its sub-contractors shall discriminate against any employee or applicant for employment to be employed by the Consultant in the performance of this contract, with respect to his/her hire, tenure, terms, conditions, privileges of employment or any matter directly or indirectly related to employment, because of the race, color, sex, age, religion, gender, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose. Consultant and Consultant's employees will comply with IC 22-5-1-7.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated in this Agreement and any applicable reference contain all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, governmental action, labor conditions, explosions, earthquakes, acts of God, war, beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of the organization.

h. Per the terms of the contract disclosure requirements of IC 36-1-21-5 and the County ordinance of the same. The Consultant hereby certifies it is not a relative or any elected official of the Warrick County Government.

i. The Consultant certifies that at the time of entering into this contract neither the Consultant nor any of its principals or employees engages in investment activities with the nation state of Iran, as said activities are defined in IC 5-22-16-5-8.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of this date written on the first page.
Warrick County, Indiana

By:  (Board of Commissioners)

By:  (Board of Commissioners)

By:  (Board of Commissioners)

ATTEST:
By:  (County Auditor)

Dossett Consulting, LLC.

By:  Jeff Dossett, Owner

EXHIBIT A
Term and Scope of Services

Consultant provided two (2) options related to the Fiscal Year Scope of Services performance of the duties identified in Exhibit B of this agreement. The appropriate County official should place a check mark next to and initial the chosen contract period. Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Consultant shall commence work and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws. Consultant and Consultant's employees will comply with IC 22-5-1.7 see Exhibit C.

Consultant will subcontract with MGT of America Consulting, LLC., at Consultant's expense, to utilize the subcontractor's proprietary cost allocation software for the output of the final cost allocation plans. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the MGT of America Consulting, LLC. software, remains with MGT of America Consulting, LLC.

The Consultant shall perform the following services:

- A. Development of a central services cost allocation plan, which identifies the various costs incurred by the County to support and administer Federal and State programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.
- B. Negotiation of the complete cost allocation plan with the representatives of the federal cognizant agency or its designee if required.
- C. Assistance in preparing the claims to the State for recovery of funds due the County from the Federal State of Indiana governments. Consultant will also monitor the progress of claims through the State to ensure the County receives recoveries due it. Said Monitoring is accomplished while the State provides Consultant with a "Remittance Notice" which details reimbursement amounts to each participating County. Consultant will review "Remittance Notice" to verify amount claimed was basis for State remittance.
- D. Consultant shall defend Client under audit for a period of three (3) years without cost to the Client.

EXHIBIT B
Compensation

Multi-Year Option

Please check and initial your choice of contract:

For services provided as set forth in Exhibit A, the Client agrees to pay Consultant a sum not to exceed \$6,300.00 (Six Thousand Three Hundred Dollars) for one cost allocation plan for year-end financial data for 2019 for use in 2021 and associated services required herein. The Consultant agrees to complete the project and all services as further provided herein for said sum.

_____ (initials)

OR

For services provided as set forth in Exhibit A, the Client agrees to pay Consultant a sum not to exceed \$18,300.00 (Eighteen Thousand Three Hundred Dollars) for three cost allocation plans at a cost of \$6,100.00 each for year-end financial data for 2019 for use in 2021; year-end financial data for 2020 for use in 2022; and financial data for 2021 for use in 2023 and associated services required herein. The Consultant agrees to complete the project and all services as further provided herein for said sum.

JN _____ (initials)

Consultant will render to Client one invoice per cost plan completed upon delivery of the final report of each cost plan to the Client for the fees specified herein, with payment due by Sixty (60) days after each submission.

EXHIBIT C
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-1.1, the Consultant entering into a contract with the County is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Consultant is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program is the E-Verify program no longer exists.

The undersigned on behalf of the Consultant being duly sworn, deposes and states the Consultant does not knowingly employ an unauthorized alien. The undersigned further certifies that, prior to entering into its contract with the County, the undersigned Consultant will enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program.

Consultant: Dosssett Consulting, LLC.
By: *Jeff Dosssett*
Printed Name: Jeff Dosssett
Title: Owner

STATE OF INDIANA
COUNTY OF Daviess ss:
Subscribed and sworn to before me this 17 day of January, 2020
My commission expires December 18, 2021 Signed: *Robert Allen Cooney*
a. Residing in Daviess County, State of Indiana





ARCHITECTS | ENGINEERS | SURVEYORS

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

August 6, 2020

Warrick County Highway Department
Attn: Bobby Howard
107 W. Locust Street, Suite 208
Boonville, IN 47601
Sent via email: bhoward@warrickcounty.gov

Re: **Warrick Trails (Anderson Trailhead to Vann Park Trailhead)
Request for Acceptance
Morley Project 9242.4.004-B**

Bobby,

On behalf of Warrick Trails, we are requesting that the trail segment along Anderson Road and Vann Road from Anderson Trailhead to Vann Park Trailhead be accepted for maintenance. As constructed, the trail is approximately 1.76 miles that is generally 8' wide. Morley was not retained to perform reasonable and periodic inspection during construction; however, all final construction appears to be built in general compliance with the approved plans.

Sincerely,



James E. Morley, PE, PS
Managing Engineer

cc: Molly Barnhill
Warrick Trails
File

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DATE: 8-10-2020
NAME OF TRAIL: Anderson Trailhead to Vann Park Trailhead
LOCATION: Origination Point - 37° 59' 54" N, 87° 21' 33" W
Termination Point - 37° 59' 2" N, 87° 20' 43" W
I hereby request acceptance of the following trail for maintenance by the County:
NAME OF TRAIL Anderson Trailhead to Vann Park Trailhead LENGTH IN MILES 1.76


Trail Developer
Warrick Wellness Pathways, Inc.
Courtney TenBerge, President

This request is accompanied by a certificate of James E. Morley, P.E., Licensed Land Surveyor-Engineer, that the trails were constructed in general accordance with the plans approved by the Board of County Commissioners.

County Highway Engineer

ACCEPTED: Bobby Howard


BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

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INDOT PE Services Agreement is located in its entirety in the Auditor's Office.