

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
**COMMISSIONERS MEETING ROOM**  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
September 14, 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 Andrew Skinner and Administrative Assistant/HR Manager Heather Soberg 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  
EXTENSION REQUEST  
WILLOW ESTATES SUBDIVISION**

**Commissioner Saylor:** Alright. First item on the agenda is our APC and Molly, you're up.

**Molly Barnhill:** Okay. We have an Extension Request. It's Willow Estates Subdivision, by Thompson Homes, INC. We're holding a letter of credit for ninety-six thousand five hundred seventy-four and sixty-three cents (\$96,574.63) for street, sidewalk, and drainage construction. They're asking for a one (1) year extension and to reduce the dollar amount to eighty-one thousand six hundred eighty-one point nine-three (\$81,681.93). They've had five (5) years and this letter of credit expires October 21, 2020. They have submitted a new breakdown of costs and Bobby has signed off on that as well as, yeah, Bobby signed off on that dollar amount for it.

**Bobby Howard:** Dollar amount is sufficient.

**Commissioner Saylor:** So, Bobby, is this, is this what's left to do in the subdivision, what's on this?

**Bobby Howard:** Yes.

**Commissioner Saylor:** Okay. And so, one (1) of the questions I think I'm going to be asking from now on is, do you know how many lots are still yet to be developed in this subdivision?

**Bobby Howard:** When I was out there, I think there was, there was not quite seventy-five percent (75%) of the lots left.

**Commissioner Saylor:** Not, so about, about fifty percent (50%) done?

**Bobby Howard:** Yeah, I'd say.

**Commissioner Saylor:** Oh, okay. Okay. Cause we have subdivisions that we're extending letter of credits and they're all built out and I just don't, there's no reason to extend those.

**Bobby Howard:** I know of one (1), yes.

**Commissioner Saylor:** Yes. So, I'm gonna, I'm gonna start asking that question.

**Bobby Howard:** Okay.

**Commissioner Saylor:** Alright. So...

**Bobby Howard:** (Inaudible) start counting lots.

**Commissioner Saylor:** So, this is sufficient then, Bobby?

**Bobby Howard:** Yes.

**Commissioner Saylor:** Alright. So, do I have a motion for the extension request?

**Commissioner Phillippe:** Make a motion...

**Commissioner Johnson:** Make a motion to approve the extension of Willow Estates Subdivision.

**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).

**REQUEST FOR RELEASE OF SURETY  
ORCHARD VIEW PUD SECTION 2**

**Molly Barnhill:** Okay, we have a Request to Release Surety. Orchard View PUD, Section 2, by Affordable Builders of Indiana, LLC. We're holding two (2) letters of credit for a total of four thousand nine hundred fifty (\$4,950.00) for drainage construction. Ten thousand seven hundred eighty (\$10,780.00) for street construction. They're asking to release the surety for the development and Bobby has signed off on the street construction. And these are private roads so we are not doing a street acceptance. And Phil Baxter, County Surveyor, has signed off on the drainage completion.

**Commissioner Saylor:** So, this is all, we're releasing it? Everything?

**Molly Barnhill:** Yes.

**Commissioner Saylor:** You're all done?

**Bobby Howard:** They're releasing it. It's all private. It's all been built according to the approved plan.

**Commissioner Saylor:** Okay. Alright, Commissioners, do I have a motion to release the surety?

**Commissioner Phillippe:** I make the motion.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Orchard View Release is located on Page 22 of these Official Minutes)*

**REQUEST TO REZONE  
PC-R-20-09  
ORDINANCE 2020-18**

**Molly Barnhill:** Okay, there's a Request to Rezone, PC-R-20-09. Petitioner is 2400 Green River Investments, LLC, by Chris Combs, the member. The owner is Monte Williams. Trust by Joseph Williams, Trustee. It's to rezone eleven point six-'o-nine (11.609) acres on the north side of Pollack Avenue approximately zero (0) feet north of the intersection of Pollack Avenue and Powers Drive, from R-1A, One Family Dwelling. It's Ohio Township, 33-6-9. Was advertised on July 23<sup>rd</sup> in the Standard. And the APC gave a positive recommendation with a unanimous vote in favor at their last meeting.

**Kristine Georges:** The Ordinance number would be 2020-18.

**Glen Meritt:** Glen Meritt with Cash Waggner.

**Chris Combs:** Chris Combs.

**Commissioner Saylor:** Hi, guys.

**Glen Meritt:** We need to wear these while we're up here?

**Commissioner Saylor:** No. Not unless he's afraid of you. So, we talked about, this is the, this is the one (1) we talked about in Drainage.

**Glen Meritt:** This is the one (1) from Drainage Board, yeah. It went through APC last month and we're coming through for final rezoning.

**Commissioner Saylor:** The rezoning.

**Glen Meritt:** Road plans to follow.

**Commissioner Saylor:** So, what's, so, what's the, help me understand. What's the difference between R-1A and R-1?

**Molly Barnhill:** It's the lot size requirement.

**Commissioner Saylor:** Okay.

**Molly Barnhill:** You can have a little bit smaller lot in this zoning.

**Commissioner Saylor:** Okay. Okay. Alright. Commissioners? Anybody have any questions on this?

**Commissioner Phillippe:** I do not.

**Bobby Howard:** Anyone to speak for or against it?

**Commissioner Saylor:** Oh, that's right. Anybody here to speak against or for this? No? Show, show there are none. So, with that, do I have a motion? Make a motion to approve the zoning request for Ordinance 2020-18.

**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).

**Glen Meritt:** Thank you.

**Commissioner Saylor:** I think we hashed it out enough in that Drainage Board. Okay, thank you, gentlemen.

**Glen Meritt:** We're right up next for Street Plans (inaudible).

**Commissioner Saylor:** Okay.

**Glen Meritt:** Yeah.

*(Ordinance 2020-18 is located on Pages 22 through 23 of these Official Minutes)*

**STREET CONSTRUCTION PLANS  
PP-20-13 WILLIAMS LANDING**

**Molly Barnhill:** Yeah, the next items are Street Construction Plans for this development. It's PP-20-13. It's Williams Landing, petitioner and owner is, are you the owner now?

**Chris Combs:** Um hum.

**Molly Barnhill:** Okay.

**Chris Combs:** Yes.

**Molly Barnhill:** Okay, we need to fix that on the other one (1). So, now, it's 2400 Green River Investments, LLC, by Chris Combs, managing member. It's eleven point six-o-nine (11.609) acres, north side of Pollack Avenue. Zero (0) feet north of Pollack and Powers Drive. Advertised in the Standard September 3, 2020. And Bobby has signed off on the street construction plans.

**Commissioner Saylor:** You good with it, Bobby?

**Bobby Howard:** Yeah, the street plans are approved to the Ordinance. And like I said, Drainage Board is taking care of the rest of it. I had signed off about just being sure that the swales would meet a minimum or, or they would have to go back to concrete swales. So, that's all I had signed off on my comments on this.

**Commissioner Saylor:** Okay.

**Bobby Howard:** But, other than that, it is acceptable and meets the Ordinance.

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

**Commissioner Phillippe:** Make the motion to approve PP-20-13 for Williams Landing.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Glen Meritt:** Thank you very much.

**Chris Combs:** Thank you.

**Commissioner Saylor:** Thanks, guys.

*(PP-20-13 is located on Pages 23 through 24 of these Official Minutes)*

**GATEWAY PLACE SUBDIVISION**

**Molly Barnhill:** May I slide one (1) more thing on the agenda? Please? There was some street construction plans approved contingent upon Bobby's review on Gateway Place Subdivision. And they have submitted those. And so, I need everybody to sign off on that if it's still approved tonight.

**Commissioner Johnson:** When was that done?

**Molly Barnhill:** It was done in 2017.

**Commissioner Johnson:** So, it'd be you and I.

**Molly Barnhill:** It's for Gateway Place Subdivision.

**Bobby Howard:** There was a large Traffic Impact Study that MPO, MPO and INDOT required. They, they performed, took some time, and this is for the extension of possibly Orthopedic Drive from, between them and Epworth.

**Commissioner Saylor:** Okay.

**Bobby Howard:** They have now come back with street plans and they just filed the new plat, I think, showing the, the right-of-way with, to be sixty (60) feet to contain a three (3) lane road section. So, now it's ready for approval.

**Commissioner Saylor:** So, you, you good with it?

**Bobby Howard:** Yes, I signed off today.

**Commissioner Saylor:** Good, good with the new des...okay. Alright. So, then do I have a motion to approve the street construction plans for Gateway Subdivision?

**Commissioner Phillippe:** What was Bob saying about you and him?

**Commissioner Johnson:** I thought they already were approved.

**Molly Barnhill:** They were approved contingent upon Bobby's review. I just, nobody signed off on anything.

**Commissioner Saylor:** So, do we have, do we have to approve it? Or is that a consensus? Or...?

**Andrew Skinner:** It's already been approved if Bobby's good with it. It don't need another motion.

**Molly Barnhill:** I just wanted to bring it up.

**Commissioner Johnson:** It was approved contingent upon Bobby.

**Commissioner Saylor:** Oh, okay. So, you're good with it. So, he's good with it.

**Molly Barnhill:** So, I need you guys to sign this if you're okay with it. And I'll leave that in here.

**Commissioner Saylor:** Yep, we're good. Alright.

**Molly Barnhill:** Okay.

**Commissioner Saylor:** Perfect.

**Molly Barnhill:** That's all for APC.

**Commissioner Saylor:** Okay.

**Molly Barnhill:** Thank you.

*(Gateway Place is located on Pages 24 through 25 of these Official Minutes)*

**APPROVAL OF MINUTES  
AUGUST 24, 2020**

**Commissioner Saylor:** Next item on the agenda is our Approval of Minutes for August 24, 2020. I do have a question. Kristine, there was some changes that were submitted. Did you make those changes?

**Kristine Georges:** Yes, I took care of all of them.

**Commissioner Saylor:** Okay, so, I need the motion to approve the minutes for August 24, 2020.

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

**Commissioner Phillippe:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

**CONSENT AGENDA**

**RATIFY INSTALLMENT PURCHASE AGREEMENT WITH BOONVILLE FEDERAL FOR HIGHWAY DEPARTMENT DISTRIBUTOR TRUCK  
RATIFY CREDIT CARD FOR FRIEDMAN PARK SUPERVISOR  
APPROVE FIXED ASSET NOTIFICATION FOR EMA COMPUTERS  
APPROVE TIME CHANGE FOR SEPTEMBER 28, 2020 COMMISSIONERS' MEETING**

**Commissioner Saylor:** Next item on the agenda is our Consent Agenda. So, we have three (3) items or four (4) items on our Consent Agenda. So...

**Heather Soberg:** Roger was not here to create a list for this. But, ratify the Installment Purchase Agreement with Boonville Federal Savings Bank for Highway Department, distributor truck and equipment. Bobby, do you have any information on that?

**Bobby Howard:** Yeah, basically, I think that got approved subject to financing. And then when the financing happened...

**Heather Soberg:** Okay.

**Bobby Howard:** I don't think the agreement came back to the Board for the full financing agreement. That has been signed off by the Board.

**Heather Soberg:** Okay, thank you. Ratify credit card agreement for Friedman Park Supervisor adding Joe. And then the fixed asset notification form for the EMA computers. So, all of those things have already been signed. It's just looking for your consent tonight.

**Commissioner Saylor:** And then the other thing on that was we were going to change the, just wanted to notify everybody here tonight the meeting for the September 28, 2020 Commissioner Meeting will be moved to 3:00 (PM).

**Commissioner Phillippe:** Are we going to move it up a little bit earlier than that even?

**Commissioner Saylor:** Well, we talked about moving the 3:00 (PM)...

**Commissioner Phillippe:** Because of Storm Water?

**Commissioner Saylor:** We're going to move Storm Water up.

**Commissioner Phillippe:** Up, got it.

**Commissioner Saylor:** Yeah. And we've notified Phil of that because of the agenda on Storm Water, so many items. So, with that, so, do we need a motion on the consent agenda then?

**Andrew Skinner:** Yes, just a motion.

**Commissioner Saylor:** So, I need a motion on the Consent Agenda.

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Consent Agenda items are located on Page 25 of these Official Minutes)*

*(Boonville Federal Paperwork is located on File in the Auditor's Office)*

**ITEMS FOR DISCUSSION  
DEPARTMENTAL REPORTS  
COUNTY ADMINISTRATOR  
YANKEETOWN DOCK CORPORATION REQUEST FOR RELEASE OF BONDS**

**Commissioner Saylor:** Next item up is our Departmental Reports and County Administrator, which he is not in today. And so, Heather will be filling in for Roger.

**Heather Soberg:** Okay. First up is the Yankeetown Dock Corporation Request for Release of Bonds. Roger brought it up at the last meeting. It was brought back here for your approval at this meeting so it could be on the agenda.

**Commissioner Saylor:** So, Andrew, what, is there anything, we just need to vote to release, release the bond?

**Andrew Skinner:** Yes, just a motion.

**Commissioner Saylor:** To release.

**Andrew Skinner:** To release those bonds.

**Commissioner Saylor:** Okay, Commissioners? I need...

**Andrew Skinner:** These are from the '50's, 1950's. So, yeah.

**Commissioner Saylor:** Okay.

**Commissioner Johnson:** Make a motion to release the Yankeetown Dock Corporation Bonds.

**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).

*(Yankeetown Dock Bonds are located on Pages 25 through 28 of these Official Minutes)*

### **HARSHAW TRANE RENEWAL FOR SCHEDULED MAINTENANCE FOR WARRICK COUNTY JAIL**

**Heather Soberg:** Okay, next up is the Renewal of Scheduled Maintenance Program #1751 with Harshaw Trane for the Warrick County Jail.

**Commissioner Saylor:** Do you have that, Andrew?

**Andrew Skinner:** Yeah, we reviewed that and everything appears to be mostly in order. Pretty standard for their agreements. Slight yearly price increase. The only change I would mention is they still have Brett Kruse as the contact person listed and that would just need to be updated.

**Commissioner Saylor:** Andrew, that's, that doesn't, does not have an auto-renew clause in it, does it? Do you know?

**Andrew Skinner:** It's, will automatically renew, current would automatically renew November 1, 2020. And so, this would be a three (3) year renewal.

**Heather Soberg:** Yeah, we need...

**Commissioner Saylor:** So, what we're trying to do is just get a list of auto-renew contracts. Can we, can we, if we didn't want to auto-renew that, can we strike that? Or, I mean, Commissioners, what's your...?

**Commissioner Johnson:** I don't like the auto-renew.

**Commissioner Phillippe:** I don't like any auto-renews.

**Commissioner Saylor:** Not to put you on the hot seat, Andrew.

**Andrew Skinner:** So, um, so it's an automatic renewal for every twelve (12) month term for these three (3) years. Upon Harshaw Trane's delivery of a renewal letter at least forty-five (45) days in advance and if the customer fails to notify them in writing no later than thirty (30) days prior to the scheduled expiration date that they do not want it renewed.

**Commissioner Saylor:** So, if we don't want to renew, we can give them notice.

**Andrew Skinner:** Give them, write in advance thirty (30) days. Yeah.

**Commissioner Saylor:** Okay. Alright. That being said, do I have a motion to approve the renewal of scheduled maintenance program with Harshaw Trane?

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Harshaw Trane Agreement is located on Pages 28 through 29 of these Official Minutes)*

### **REQUEST FOR FMLA LEAVE**

**Heather Soberg:** Okay, the next up is the request for FMLA Leave. We have three (3) on the table. One (1) Auditor's

**Commissioner Saylor:** Have, need, do I have a motion?

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

**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).

### **2021 HOLIDAY ORDINANCE**

**Heather Soberg:** Next up is the 2021 Holiday Ordinance. You all have a copy of that in front of you. Next year without an election, the election days are replaced with an employee's birthday and Columbus Day to maintain the number of holidays.

**Commissioner Saylor:** Commissioners, you good with that?

**Commissioner Johnson:** Sure.

**Commissioner Phillippe:** I'll make a motion to approve the Holiday Ordinance for 2021.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. (Motion carried 3-0).

*(Ordinance 2020-19 is located on Page 29 of these Official Minutes)*

### **ASPIRA SERVICE AGREEMENT FOR THE PARKS DEPARTMENT**

**Heather Soberg:** Okay, next up is the Aspira Service Agreement which is the Parks Department Service Agreement for online reservations for camping. It's a great step forward for Scales Lake.

**Commissioner Saylor:** Okay, do I have a motion to...

**Commissioner Johnson:** Does Andrew...?

**Commissioner Saylor:** Andrew, do you have that?

**Andrew Skinner:** No, yeah, we've reviewed. Everything's in order for it.

**Commissioner Saylor:** It's in order. So, do I have a motion to approve?

**Commissioner Johnson:** Make a motion to approve the Aspira Service Agreement.

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

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

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

### **DECLARE SHERIFF'S OFFICE VEHICLE SURPLUS**

**Heather Soberg:** Okay, next up is to declare Sheriff's Office, 2011 Ford Crown Vic as surplus. Sheriff?

**Sheriff Wilder:** Sheriff Mike Wilder. That's one (1) of our older cars. What year does it say it is?

**Heather Soberg:** 2011.

**Sheriff Wilder:** Yeah, we were going to trade that vehicle. Obviously, we've got to declare it surplus. But, actually, we're gonna try to auction it through Wolfe's Auto Auction first and see if we don't draw, you know, those cars, they just don't get any money. So, we're going to try that. We've got to have it declared surplus before we take any of those steps though.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** Just curious, Sheriff, have you talked to...

**Sheriff Wilder:** Marlin?

**Commissioner Phillippe:** Court Services. I know they were needing a car.

**Sheriff Wilder:** I've not talked to Court, we gave County, how many we give you? Two (2)? Three (3)?

**Bobby Howard:** Yeah, I think two (2).

**Sheriff Wilder:** I mean...

**Commissioner Phillippe:** You got two (2) cars?

**Sheriff Wilder:** If they're interested, tell them, I mean, cause I think on trade they were just going to give us like five hundred (\$500.00). This one's not, I don't, I mean, if they really desperately need one (1), I have no problem. It's not probably one (1) of our better cars.

**Commissioner Phillippe:** I'm not sure exactly what they need, but...

**Sheriff Wilder:** Probably, if they need one (1), tell them to get with us. Might have one (1) a little better than that. I'm not sure.

**Commissioner Phillippe:** Okay.

**Sheriff Wilder:** That we're going to be looking to get rid of before, this one's pretty, it's an '11. It's pretty old, lot of miles.

**Commissioner Johnson:** Make a motion to declare Sheriff's Crown, 2011 Crown Vic as surplus.

**Commissioner Phillippe:** I will 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).

### **REQUEST TO TEMPORARILY CLOSE WARRICK WELLNESS TRAIL FROM GRIMM TO EPWORTH**

**Heather Soberg:** Okay, and last thing is a request to temporarily close Warrick Wellness Trail from Grimm to Epworth September 19<sup>th</sup>, 6:00 (PM) to 7:00 (PM) for the fifth annual Castle Marching Knights send-off rally. I have no information on this.

**Commissioner Saylor:** I know they do this at least once or twice a year. And Sheriff, you got any thoughts on that?

**Sheriff Wilder:** I'll just speak briefly because Todd Glass did send me an email. It's going to be brief. They do, do it every year. Todd, or Tom Weber with the State Police is going to be out there with them. We'll try to supply a car or two (2). That road's getting busier and busier. But, they, I think we can get them through there quickly.

**Commissioner Saylor:** I know.

**Sheriff Wilder:** The send-off. But, something to consider in the future. I'm okay with it.

**Commissioner Saylor:** Okay. Alright. That's good enough for me. So, Commissioners, do I have a motion?

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Heather Soberg:** That's all.

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

**Heather Soberg:** Thank you.

**Commissioner Saylor:** You do a good job. A lot faster than Roger.



**COUNTY ATTORNEY  
NEWBURGH ENCROACHMENT AGREEMENT**

**Commissioner Saylor:** Next item on the agenda is our County Attorney and Mr. Glass is absent. So, Mr. Skinner's filling in. And maybe you can do as good a job as Heather did.

**Andrew Skinner:** I'll try.

**Heather Soberg:** I'm timing you.

**Andrew Skinner:** First item on the agenda is, there was a Newburgh Encroachment Agreement that was tabled back at the August 24<sup>th</sup> meeting and this is dealing with sidewalk construction along Castle, from Castle South up through the existing sidewalks past Castle High School and up into the current, existing Safe School Sidewalks Program. Initially there was an agreement sent by the Town of Newburgh as they have a current, currently have an easement where the sidewalk is going. But, we asked them, what about the School Corporation? And they said, oh yeah, they probably ought to be involved, too. So, we have redrafted that. It's now a shared use agreement. And I've provided you a copy of the draft. You can review that. But, we have just sent this on to Counsel for the School Board and Counsel for Town of Newburgh for them to review and comment. So, at this time, just need to table this and we can approve it at the next meeting after we've re...heard responses back from Mr. Neff and Mr. Wischer.

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

**Commissioner Johnson:** Make a motion to table until the September 28<sup>th</sup> meeting.

**Commissioner Phillippe:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

**Andrew Skinner:** Thank you.

**MEMORANDUM OF UNDERSTANDING WITH DEACONESS  
COVID-19 TESTING SITES**

**Andrew Skinner:** Second item on the agenda is a Memorandum of Understanding with Deaconess regarding COVID-19 testing sites in Warrick County. There's, there was forwarded to us by Deaconess a Memorandum of Understanding that they currently have in place for Vanderburgh County for the same thing. I believe it is paid for by grants or, or that they've acquired two...two hundred thousand dollar (\$200,000.00) grant funding for this. The Memorandum of Understanding itself is, is all in proper order. The only thing we need, have asked from Deaconess is the attachment which provides the specifics as to where the testing site's gonna be, who's gonna deliver the, the testing materials, supplies, and the hours of operation which requires a minimum of thirty-five (35) hours per week under the grant. None of that has actually been shared with us yet. It's still got the plan for Vanderburgh attached to it. So, we've reached out to them, asked them to please provide us details for what their plan is for Warrick County. So, I would, you, you could approve this subject to receipt of the Exhibit A from Deaconess which then could be approved after review by Aaron. And, and, you know, so approve it based, contingent on his approval of, of Deaconess' plan.

**Commissioner Phillippe:** Make a motion to approve it contingent upon Aaron's review of the Addendum A.

**Commissioner Johnson:** 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).

**Andrew Skinner:** Thank you.

*(Memorandum of Understanding is located on Page 30 of these Official Minutes)*

**FRIEDMAN PARK ONLINE RESERVATION SERVICE AGREEMENT FOR EVENT  
CENTER**

**Andrew Skinner:** The third item is related to the Friedman Park Online Reservation Service Agreement and a Merchant Service Agreement. This is for again online reservations for the Event Center. And it's something they're eager to get in place and get going. We've reviewed and it's all in order and okay, ready for your approval.

**Commissioner Saylor:** Okay, do I have a motion to approve, gentlemen?

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

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

*(Friedman Park Online Reservation Service Agreement is located on File in the Auditor's Office)*

**VECTREN UTILITY AGREEMENT REIMBURSEMENT FOR SAFE ROUTES TO SCHOOL**

**Andrew Skinner:** I have one (1) more item to add to your agreement or to our agenda here. It's quick. We have a Vectren Reimbursement Agreement that is for a utility movement. Also, for dealing with the Safe Schools Sidewalk Construction. And this is an agreement for Vectren to move several utility poles and agreed amount for reimbursement by INDOT to Vectren for a little over two hundred thirty thousand dollars (\$230,000.00) for that work. And, but, it just needs to be approved by us, INDOT, INDOT is asking for our approval that, yes, we want those poles moved.

**Commissioner Saylor:** And that's all paid, paid for by INDOT.

**Andrew Skinner:** All paid, correct.

**Bobby Howard:** It's eight-twenty (80%-20%).

**Commissioner Saylor:** Oh, it's eighty-twenty (80%-20%)?

**Bobby Howard:** That should be an eighty-twenty (80%-20%). That's part of our Safe Routes to School Project. So, it's a reimbursable agreement. That eighty (80%), eighty percent (80%) is paid by INDOT. The twenty percent (20%) we, we cover usually as part of a, those, cause it's our project.

**Commissioner Saylor:** Okay. Okay.

**Andrew Skinner:** So, the exact amount of that then was two-thirty-two (\$232,000.00).

**Bobby Howard:** That's the eighty percent (80%) cost, probably.

**Andrew Skinner:** That's the eighty percent (80%)? Okay.

**Bobby Howard:** It may be, it may be just that. And they usually don't come to that anyway.

**Andrew Skinner:** Okay.

**Bobby Howard:** That's an estimate of the cost.

**Commissioner Saylor:** So, we just need to approve the Vectren Reimbursement Agreement to move the utility pole. So, it's, it's in order, then, Andrew, then?

**Andrew Skinner:** It is in order.

**Commissioner Saylor:** Okay, it's, Commissioners?

**Commissioner Phillippe:** I'll make, I'll make the motion to approve it.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Bobby Howard:** (Inaudible).

**Andrew Skinner:** Yeah. That's all I have for you. Thank you.

**Commissioner Saylor:** That's it? Thank you, Sir. You are quicker than your boss.

*(Vectren Reimbursement Agreement is located on Pages 31 through 35 of these Official Minutes)*

**COUNTY AUDITOR  
TREASURER'S REPORT**

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

**Auditor Stevens:** Thank you. Debbie Stevens. Warrick County Auditor. I have the County Treasurer's monthly report to submit into, into the record. Submitted, received by our office September 2<sup>nd</sup>. So, I'll just leave that with you.

**CERTIFIED PAYROLL**

**Auditor Stevens:** Alright, next, I have Accounts Payable Vouchers for Payroll. I have of four hundred ninety thousand seven hundred twenty-six dollars and twenty-one cents (\$490,726.21). That's four-nine-zero-seven-two-six-point-two-one (\$490,726.21).

**Commissioner Saylor:** Okay. Commissioners, do I have a motion to pay the payroll?

**Commissioner Johnson:** So moved.

**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).

**NON-CERTIFIED PAYROLL**

**Auditor Stevens:** The Payroll Voucher includes Non-Certifieds for Prosecuting Attorney, Child Support, Pre-Trial Diversion, VOCA, Office of Prosecuting Attorney and that's it for Non-Certifieds.

**Commissioner Saylor:** But, Debbie, that was included in that number, right?

**Auditor Stevens:** It is included in the total.

**Commissioner Saylor:** Okay, okay.

**Auditor Stevens:** But, I would need your approval for the Non-Certifieds.

**Commissioner Saylor:** Okay, so, Commissioners, do I have a motion for the Non-Certified Payroll?

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Thank you.

*(Certified & Non-Certified Payroll is located on Pages 35 through 36 of these Official Minutes)*

**CERTIFIED CLAIMS**

**Auditor Stevens:** Alright, I have Certified Claims. A total of two million eight hundred fifty-three thousand six hundred seventy-one dollars and fifty cents (\$2,853,671.50). Two-eight-five-three-seven (\$2,853,700.00)...or, I'm sorry...

**Commissioner Saylor:** Six (6).

**Auditor Stevens:** Let me start all over again. Two-eight-five-three-six-seven-one-point-five-zero (\$2,853,671.50).

**Commissioner Saylor:** Okay, do I have a motion to pay the Certified Claims.

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

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

*(Certified Claims are located on Pages 36 through 39 of these Official Minutes)*

**NON-CERTIFIED CLAIMS  
FIVE STAR SECURITY - COMMISSIONERS**

**Auditor Stevens:** Alright, I have Non-Certified Claims. Actually, one (1) that I can remove from the Non-Certified list. It's the ERS Wireless. We did obtain a product price list this afternoon. So, that was one (1), that was the reason we were not able to certify, but we can remove that. It was for six thousand three hundred fifty-seven dollars and twenty-one cents (\$6,357.21). So, we'll move that. We'll still have you sign off on it. But, it is no longer Non-Certified. Alright. So, we have also under Non-Certified, we have a, a claim from Five Star Security Systems. This is for camera system installation in the Old Courthouse. Invoice is dated 06-22-2020 for the amount of thirty-three thousand four hundred and sixty dollars (\$33,460.00). And we do not have a contract with Five Star.

**Commissioner Johnson:** Did we not, did we get a quote for that? You have a quote?

**Commissioner Saylor:** (Inaudible) quote for it.

**Auditor Stevens:** I think this, what, I think there was a quote attached, a quote. But, not compet... no other competitors. There's no contract in place.

**Commissioner Johnson:** (Inaudible).

**Commissioner Phillippe:** Is an accepted quote not a contract?

**Andrew Skinner:** It's a service contract so it can be done under any means you choose.

**Commissioner Saylor:** And, and, and we had chose to eliminate six (6), five (5) or six (6) different vendors of different, and so he bid labor and that, a year ago. So, it's a service contract. So.

**Andrew Skinner:** Right.

**Commissioner Saylor:** Okay. So, what do we need to do? Approve it as a...

**Andrew Skinner:** A motion, sure.

**Commissioner Saylor:** You guys, need a motion to approve that.

**Commissioner Phillippe:** Make a motion to approve the claim from Five Star Security.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Okay.

**QUILL – HEALTH DEPARTMENT**

**Auditor Stevens:** I have a claim for Quill. This is Health Department. A claim, total claim is for one hundred forty-five dollars and ten cents (\$145.10) which includes a purchase for personal use, twelve dollars and ninety-nine cents (\$12.99) for coffee.

**Commissioner Saylor:** Do I have a motion to pay the Non-Certified?

**Commissioner Phillippe:** Motion to approve.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Okay.

**PER DIEM – HEALTH DEPARTMENT**

**Auditor Stevens:** I have two (2) claims, separate claims, they're, they're similar. The reason for non-certification, one (1) is a claim for employee, Health Department employee, purchase of lunches for fifty-three dollars and twenty-two cents (\$53.22). The total claim is one hundred twenty-eight dollars and ninety cents (\$128.90) which does include certified mileage reimbursement. That is certifiable. And then another purchase for lunches and this was

time for, for things that they do in their job. It's required. Immunizations. It was an immunization clinic. So, we referenced your Ordinance 2019-14 for per diem rate for meals, meal reimbursement for employees. We were not able to obtain a list of the employees that the meals were purchased for. So, that we couldn't verify or certify. And then, of course, the purchases do not, they don't fall under your Ordinance for employee meal reimbursement.

**Commissioner Saylor:** Was, was the, Heather, help me out here. Was this for, does this have something to do with COVID and COVID testing.

**Heather Soberg:** It does because they were doing clinics outside of their normal work location because they could not have people coming in to do the immunizations enter the building due to COVID, so they set up, like a drive through clinic. So, it's outside of their normal operations. Actually, have reached out to, John Goth has reached out to the IFA because this qualifies under the Cares Act reimbursement because they did have to work outside of their normal scope.

**Commissioner Saylor:** Okay, so, we'll get reimbursed for this?

**Heather Soberg:** That's the intention, yes.

**Commissioner Saylor:** Okay. Okay, good deal. Alright, so, Commissioners, do I have a motion to approve this claim?

**Auditor Stevens:** Excuse me. I do understand that it might fall out of like having to hold the clinic outside of the inside office. Maybe that provided some convenience, but it does not follow your own Ordinance for meal reimbursement. I mean, reimbursed by COVID or not, that's still our tax dollars.

**Commissioner Phillippe:** Lot of crazy stuff going on in the world right now, Debbie. Not everything, not everything's falling under the letter of the law.

**Auditor Stevens:** Well, I understand. But, you give me an Ordinance. This is your legislation to follow for certification of claims. And so, you know, when we try to follow it, we're not supported.

**Commissioner Saylor:** And, and, and I guess it doesn't meet your criteria, so it's, you're bringing it to us. It's a special circumstance. We've checked with our coun...our legal counsel. They have said it's a reimburse...item due to the unique situation of this. So, I mean, I'm, I'm okay with it. You okay with it?

**Commissioner Phillippe:** Semantics at this point, I believe.

**Commissioner Saylor:** Yep.

**Commissioner Johnson:** I'm okay with it, but maybe we ought to look at our Ordinance and change our Ordinance.

**Commissioner Saylor:** I agree. I agree that needs to be adjusted. But, this is a unique...

**Commissioner Johnson:** So, you know, she's got guidelines that she needs to go through as an Auditor.

**Commissioner Saylor:** Yep. Sure.

**Commissioner Johnson:** She needs to give her some guidelines.

**Auditor Stevens:** If, if you're going, if you want to go down that road, making exceptions for buying employee meals during work hours, then...

**Commissioner Saylor:** That's, that's not, that's not what this exception is. This is exception due, because of the COVID-19. So, and it's, and it's, again, it's reimbursed. This is not like the Highway workers are working an hour over. This is, this is different in my, in my opinion. I mean, it's, it's different. Again, Debbie, we've gotta agree to disagree.

**Auditor Stevens:** It's, it's, it's yours to approve.

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

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** And that was it.

**Commissioner Saylor:** Is that it?

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

**Commissioner Saylor:** Thank you.

**COUNTY ENGINEER/HIGHWAY  
BELL ROAD CHANGE ORDER 1**

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

**Bobby Howard:** I have two (2) items. They're both change orders. We'll do one (1) at a time for the Bell Road Project. The, the first Change Order, Change Order 1, is a change order that credits the project eleven thousand five dollars and twenty cents (\$11,005.20). And this is, we changed some of the scope related to the material of deleted articulated concrete block and in lieu of that went with flexi-mat material as a cost savings. But, engineering-wise it did the same, it meets the same standards that articulated concrete block would. So, I ask your approval for that credit to the project of eleven thousand five dollars and twenty cents (\$11,005.20).

**Commissioner Phillippe:** We have, we have to give approval for a credit?

**Bobby Howard:** Yes.

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

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Bell Road Change Order 1 is located on File in the Auditor's Office)*

**CHANGE ORDER 2**

**Bobby Howard:** Okay, the second one (1) is Change Order 2 for the Bell Road Project. This had to do with some concrete anchors on elliptical pipe runs that were not in the plans. But, then they, so we eliminated two (2), thirty-six (36) inch end sections to help offset that cost. And this is for a change order net of one thousand eight hundred and three dollars (\$1,803.00).

**Commissioner Saylor:** Do I have a motion for Change Order 2?

**Commissioner Johnson:** So moved.

**Commissioner Phillippe:** 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).

**Bobby Howard:** And that is all I have at present. Thank you.

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

*(Change Order 2 is located on File in the Auditor's Office)*

**COUNTY PURCHASING  
PRIORITY ONE CONTRACT UPDATE**

**Commissioner Saylor:** Next item on the agenda is our County Purchasing, Mr. Grassman.

**Joe Grassman:** Good evening. Joe Grassman, Purchasing Manager. First item I have on the agenda is the Priority One Fire and Security Contract which we actually ratified back in October of 2019. Since that time, it was brought to my attention that there were three (3) items that were billed since then that were not on the original contract. These items were two (2) at the Judicial Center, an annual test and inspection; one (1) dry fire sprinkler system, which is a hundred and sixty dollars (\$160.00) per test; and an annual inspection and partial flow trip test was a hundred and thirty dollars (\$130.00) per test and the third item was the Jail and it was called a kitchen hydro test. And it was eight hundred fifty dollars (\$850.00). Now, that of course, raises my eyebrows to see a number like that. So, I called Troy Manlove. He's the owner of Priority One and have him, had him explain to me why that is so high. First of all, it's, it's only, it's a twelve (12) year test. They only do it every twelve (12) years. I guess that's State Code. It's a hydro-stat, hydrostatic test where they pressurized the tank and install new chemical and rebuild the valve on the tank. Labor for this particular item is, he said it takes about four (4) hours. So, you're talking three hundred sixty dollars (\$360.00) of it is labor. Rest of it's materials. So, that explains the eight hundred fifty dollar (\$850.00) charge. Now, and what I did, and I don't know, Andy, you're going to have to help us with this. But, I just took our existing contract and put an addendum on the back which, do you have that, Andrew?

**Joe Grassman:** Which states that we have three (3) new items in that, where they're added and how they're listed. That we'd like to add to the contract for future reference. And, well, I, I changed the title of the thing, but that's not really that important. But, I did it. So, I wondered, can we do that or do we have to do a whole new contract?

**Andrew Skinner:** No, you're, you're just adding an addendum to the service contract.

**Joe Grassman:** Yes.

**Andrew Skinner:** So, adding three (3) additional service pricing to their list.

**Commissioner Saylor:** And we need to approve that via motion?

**Andrew Skinner:** Yes.

**Commissioner Saylor:** Alright, Commissioners? Do I have a motion to approve those three (3) additional items to the Priority One Contract?

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Joe Grassman:** Alright, thank you.

*(Priority One Agreement is located on Pages 39 through 41 of these Official Minutes)*

#### **COURT SERVICES NEW HVAC QUOTES**

**Joe Grassman:** Second item I have is the bids for the, to replace the air conditioning, the heating and air conditioning system at the Court Services Building, which is currently out of order. I sent the invitations to quote to Air Source 1, with their company out of Richland. J.E. Shekell, Boonville Natural Gas, A+ Derr Heating and Air, and Jack Frost. I received back two (2) quotes. I'll just read them in order here. The first one (1) is from Boonville Natural Gas, eighty-two hundred dollars (\$8,200.00) even.

**Commissioner Saylor:** Joe, did you say eighty-two hundred (\$8,200.00)?

**Joe Grassman:** Eighty-two hundred dollars (\$8,200.00) even, yes.

**Commissioner Saylor:** Okay.

**Joe Grassman:** And then the second one (1) from Air Source 1, which is out of Richland, Indiana. Ben Broerman is the owner. Seven thousand four hundred and sixty dollars (\$7,460.00). Pursuant to the, to the code which is Indiana Code 36-1-12-5, Public Work Projects are to be awarded to the lowest responsible/responsive quoter or bidder or all bids can be rejected. And I think at that point, we are allowed to go into the open market for more bids. Or, or, or...

**Commissioner Saylor:** So, so, Joe, the scope of work, was that just changing out the condensing unit and the air handler?

**Joe Grassman:** Changing out everything. Complete new units and venting.

**Commissioner Saylor:** Oh, and duct work?

**Joe Grassman:** Yes.

**Commissioner Saylor:** Okay. So, that's, that's a little high, but (inaudible).

**Joe Grassman:** That's, it's, it's the indoor heating, heating element, the furnace and the outdoor air conditioning unit and all the (inaudible).

**Commissioner Saylor:** Right. Condensing unit and the air handler. So, okay.

**Joe Grassman:** Yes, right. And they, they both bid on exactly the same specifications. That is a ninety-five percent (95%) efficiency furnace. So, they, they make less efficient, which are less, least, less expensive if that's the way you'd want to go.

**Commissioner Johnson:** Joe, who was the low bidder on that?

**Joe Grassman:** This is Air, Air Source 1. Ben Broerman is the owner and the total was seven thousand four hundred and sixty dollars (\$7,460.00).

**Commissioner Johnson:** Thank you.

**Commissioner Saylor:** Joe, did you, you said ninety-five percent (95%), that heat, heat exchanger. Did, did, did they have a SEER rating on the condensing unit?

**Joe Grassman:** Yes, yes, well, the, the furnace is a hundred and twenty thousand (120,000) BTU. The evaporator and, and the, well, let's see, it's a five (5) ton evaporator.

**Commissioner Saylor:** Five (5) ton? That's a big one (1).

**Joe Grassman:** Five (5) ton condensing unit. 14 SEER.

**Commissioner Saylor:** 14 SEER.

**Joe Grassman:** Yes. Single phase.

**Commissioner Saylor:** Okay. That's a big unit. Alright. Commissioners, do you, I guess we've got to, we award to the lowest bidder? Is that right?

**Commissioner Phillippe:** They both spent the time there. I know that. That's good.

**Joe Grassman:** They, they were both on site and, and, yes.

**Commissioner Johnson:** Make the motion to approve the bid of the lowest bidder.

**Commissioner Phillippe:** 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).

**Joe Grassman:** Okay, thank you.

**Commissioner Saylor:** So, award that, and that goes to Air Source?

**Joe Grassman:** Air Source 1.

**Commissioner Saylor:** '1.

**Joe Grassman:** Okay.

*(Air Source 1 Bid is located on Page 41 of these Official Minutes)*

### **JUDICIAL CENTER RESTROOM FIXTURE FLUSH AND DISPENSER VALVE UPDATE**

**Joe Grassman:** Alright. I solicited quotes for another project. This is the, basically the, to put automatic flush valves on the urinals, commodes, all the sinks in the Judicial Center just like the ones we had installed in this building for the renovation. And here again, I sent invitations to quote to Heidorn Construction, J.E. Shekell, Wilburn Muensterman, which is actually Mel-Kay, and Helms Heating and Plumbing. And I received back three (3) quotes. I'll just open these as I've got them laying here. This, the first one (1) is from J.E. Shekell. J.E. Shekell, these are all, by the way, received in a timely manner. J.E. Shekell's quote is twenty-six thousand dollars (\$26,000.00). Twenty-six thousand three hundred and fifty dollars (\$26,350.00). Twenty-six thousand three hundred fifty dollars (\$26,350.00). By the way, there's the thirty-four (34) urinals. Thirty-four (34) commodes. No, wait a minute. I've got that somewhere, so, you know, what kind of...okay, we've got thirty-four (34) commodes, nine (9) urinals, and thirty-four (34) sinks is what they're bidding on. Alright. J.E. Shekell. And this particular bid is from Mel-Kay Plumbing. Mel-Kay's bid is twenty-seven thousand five hundred and seventy-five dollars (\$27,575.00). Twenty-seven thousand five hundred and seventy-five dollars (\$27,575.00). Okay...

**Commissioner Saylor:** Joe, you said nine (9) urinals, thirty-four (34) commodes, and how many sinks?

**Joe Grassman:** Thirty-four (34).

**Commissioner Saylor:** Thirty-four (34) sinks?

**Joe Grassman:** Yes, there's thirty-four (34), let me look at that again. There's only nine (9) urinals. So, there's thirty-four (34) commodes, nine (9) urinals, and thirty-four (34) sinks. Yes.

**Commissioner Saylor:** Okay.

**Joe Grassman:** Okay, finally, this is Heidorn Construction. Heidorn Construction quote is thirty-six thousand eight hundred and ninety dollars (\$36,890.00). Thirty-six thousand eight hundred and ninety dollars (\$36,890.00). And this, this again is, just looking for, this should be, also be under Indiana Code 36-1-12-5. And it's the same award language as it was for the one (1) we just did, which is, you award to the lowest responsible, responsive, reject all bids, or take under advisement.

**Commissioner Saylor:** So, is this, did we determine that this could be, Heather, did John determine if this could be paid under the CARES Act money?

**Heather Soberg:** Yes, actually, that's where the conversation began.

**Commissioner Saylor:** Okay.



**Commissioner Saylor:** Yes.

**Heather Soberg:** Yes.

**Commissioner Saylor:** So...

**Commissioner Johnson:** I'm more concerned about maintenance.

**Commissioner Saylor:** Well, that's why we went with this. (Inaudible) the same, the same ones that are here, that way it's all the same kit. And I don't think we've had any issues with those. The ones we had installed here yet. Yet.

**Commissioner Johnson:** (Inaudible).

**Commissioner Saylor:** That's the water saving part of it. So, Andrew, is there any way, is there anything special we have to do for this since it's CARES Act money? I mean, we approve the lowest bidder. But...

**Andrew Skinner:** No, I think, you know, you've made the determination it's for CARES Act reimbursement cause it's touch-free and COVID related expenses on the record and just need to approve the Statute for (inaudible) later.

**Commissioner Saylor:** Okay. Alright.

**Commissioner Phillippe:** I make a motion to approve the lowest responsible bidder which appears to be J.E. Shekell.

**Commissioner Saylor:** J.E. Shekell.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Joe Grassman:** Okay.

*(J.E. Shekell Bid is located on Page 42 of these Official Minutes)*

**DECLARE HIGHWAY DEPARTMENT 2001 FORD F-350 CREW CAB TRUCK AS SURPLUS**

**Joe Grassman:** Alright. And finally, just a couple items to be declared surplus. One (1), both, well, they're all the Highway Department. First one (1) is the 2001 Ford F-350 Crew Cab. I sent you all pictures and we've got the VIN number. It's titled. The title's in the Auditor's Office. And there's a picture of it, number four-o-nine (409).

**Commissioner Saylor:** So, we just need to declare it surplus?

**Joe Grassman:** Yes.

**Commissioner Saylor:** Alright. Commissioners?

**Commissioner Johnson:** Make a motion to declare the 2001 Ford F-350 surplus.

**Commissioner Phillippe:** I will 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).

**DECLARE HIGHWAY DEPARTMENT MOTOROLA RADIOS AS SURPLUS**

**Joe Grassman:** And then finally, also to be declared surplus from the Highway Department, we have forty-seven (47) two (2)-way radios, two (2) each, Motorola handheld radios and two (2) each Astron base units. I've got all the part numbers and serial numbers and model numbers here that I can share with you later.

**Commissioner Saylor:** Joe, are those the four hundred (400) MHz radios? You know? Is that, is that your...?

**Bobby Howard:** Those are our old ones (1) we just replaced.

**Commissioner Saylor:** The old four hundred (400)?

**Bobby Howard:** Yeah, those should be the four hundreds (400's), yep.

**Commissioner Saylor:** Those are, those are obsolete. Aren't they? Alright. Do I have a motion to declare those surplus?

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

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** (Inaudible).

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

**Joe Grassman:** Okay, that's all I have.

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

**Joe Grassman:** You're welcome.

### **COUNTY SHERIFF UPDATE ON FEASIBILITY STUDY FOR COUNTY JAIL**

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

**Sheriff Wilder:** Just real brief, I have some gentlemen with, doing our Feasibility Study, Joe Mrak with Securitecture and Jim Christie with Performance Services. Just want to give a real quick five (5) minute update. Just take a little bit of time. They're doing our Feasibility Study on our Jail. And they were in today interviewing some of the Judges and they'll be in tomorrow interviewing the Sheriff's Office, gathering some more of that data. Again, they're just gonna give you a quick, brief update of where they're at real quick with that. So, Joe?

**Commissioner Saylor:** Thank you, Sheriff. Hi, Gentlemen.

**Jim Christie:** How you doing? Jim Christie with Performance Services.

**Joe Mrak:** Joe Mrak with Securitecture.

**Jim Christie:** So, we just want to give you a quick update on the Feasibility Study, where we're at. And actually (inaudible) Justice System needs analysis and how the approach we're taking, kind of where we're at in the process. It's a four (4) phase, a four (4) step process. And I'm going to have Joe really give you an update on kind of what we did today and where we're at and where we're headed.

**Joe Mrak:** So, thank you. First of all, a lot of people refer to this as a Jail Study. Well, it's a little broader than that. We're looking not only how the Jail is used, but looking at Community Corrections, Court Services, how Probation is used and so forth, to understand and build a snapshot of the Justice System in place now. How it's used, how it's evolved to, what, and what options are there moving forward in the future, especially in response to sentencing guideline changes and things of that nature. So, some of you may have seen, we have a, we're on a four (4) step process here. Step one (1), essentially, is our Pre-Project Phase. So, that's organization and requests of data. We have lots of data. In fact, we receive most of the data that we need, and that's what's in this book right here. And it's poor Brett's job over, wherever Brett went, to analyze this data. But, so, that first step is, is organization. We told everybody in the beginning, it'd be very diff... I mean, it's the hardest part of the entire project is to collect all the data. And I think that's proven to be a truth so far. But, we have almost a hundred percent (100%) of what we need now. Step two (2) is Strategic Planning and Visioning. So, what we do is we analyze the data and we try to understand how the system works, cause every County is set up the same way, except it's made up of people. And different Counties have different priorities and, and traditions and culture and so forth. So, we try to understand and build that, a snapshot of that system. And once we complete that, we'll be establishing a visioning session saying that, okay, well, here's where we're at now. How do we want to conduct business in the future? Is there a better way to do things or a more efficient way to do things or response to sentencing guidelines or mental health or treatment? How might we conduct business in the future? Step three (3) is after we create this vision for the future, we analyze the staff and space needs and we develop an architectural program and staffing program. And phase four (4) is where we'll do a, a programming and design charrette and we'll look at different facility's scenarios to solve the needs, what, moving into the future. So, there's not one (1) solution. There may be multiple solutions. Each of those solutions will have a different construction cost, a different staffing and operational cost and different, you know, basically, a payback. What's the benefit of doing this? So, we will analyze all those options and come back with these numbers. So, as far as phase one (1), we're nearly complete with phase one (1). Like I said, we've collected the data and we've had several organizational meetings with, you know, we've met with the Judges and the Pros... well, we haven't met with the Prosecutor yet. But, the Judges and Probation Departments, the Jail, the Sheriff's Office, Community Corrections, Court Services. We've had several organizational meetings with them. And we began the interview process today. We've issued the questionnaires. We've received the data and we've gathered plans of the facilities that we'll be looking at so far, primarily the Jail and Community Corrections. So, we're in phase two (2), the process of phase two (2) and we've completed the initial analysis of all this data. Now, we've got fifty-eight (58) pages of analysis. Now, if you really want to fall asleep at night, you've got, we'll kind of go through that. But, basically, we've done our initial analysis and what we're doing now is conducting interviews. Cause any time you collect data and do an analysis, there's always anomalies, anomalies that you can't really explain. Or there might be data that's missing. So, we're conducting interviews with, with everybody involved to fill in those gaps and make sense of these things that might not make sense to us. So, we've completed this initial analysis and the interviews today. We had interviews with Community Corrections, Court Services, the Sheriff's Office, and the Jail staff. Tomorrow, we'll have more interviews with the Circuit Court and the Prosecutor. And we'll need to come back in the next week or so and conduct interviews with Superior Court 1 and 2 and their respective Probation Departments. Today, we also toured the Jail to begin the space analysis. You know, we want to look at how much space do you have in the Jail. How you're conducting business. How much space should you have in the Jail. So, we're looking at how the Jail is utilized and how it's functioning at this point with the focus on space needs. We'll come back and look at that. Jail is utilized and how it's functioning at this

facility as far and mechanical/electrical systems. How's it holding up? What kind of condition is it in? Does it meet codes and standards? How does it relate to the Indiana Jail rules and things of that nature? So, we'll come back and do that. So, again, what we want to do is build a snapshot of the Justice System, how you're doing business and so forth. How we want to do business. And the next, after the next round of interviews, we're going to conduct what's called a visioning session. Again, to look at how do we want to conduct business in a perfect world. We'll probably schedule that sometime in mid to late October for that visioning session. And then we'll begin step three (3), which is that staffing and space programming phase after that with an overall plan to complete this analysis, this study by the end of the year. So, with that, I'll open up to any questions you might have. But, that's hopefully was less than five (5) minutes summary of where we're at right now.

**Jim Christie:** Not as good as Heather, but almost.

**Commissioner Phillippe:** Scared me with the binder.

**Joe Mrak:** Yes, it is, it is scary. It's, like I said, I'm glad Brett analyzes this.

**Jim Christie:** Yeah, he might, there he is.

**Joe Mrak:** Yeah.

**Commissioner Saylor:** Terry, Commissioners, you...?

**Commissioner Phillippe:** I'm glad you guys brought us a little more up to speed. I think I'm a little more privy since I'm on the committee than maybe Dan or Bob. So, I don't have any questions.

**Commissioner Saylor:** You know, I, I think that's one (1) of the reasons why, you know, some of these things you have committees, cause there's so much information and, and gathering that, you know, the Sheriff, I think, has done a great job of pulling people from different areas. So, I'm gonna have to entrust that committee. You know, takes that information and, and does their due diligence. So...

**Jim Christie:** As we continue to move forward, we'll continue to give updates and make sure that you guys are at least up to speed as Commissioner Phillippe is.

**Commissioner Saylor:** Okay, great. Commissioner Johnson?

**Commissioner Johnson:** I wouldn't know what to ask until I see data.

**Jim Christie:** 'Til you see what?

**Commissioner Johnson:** Data.

**Joe Mrak:** Yeah, it will get more interesting as time goes on. This, this is the beginning part is really kind of tedious.

**Commissioner Phillippe:** So, the next update you give us, can you give Bob the data ahead of time. He'll memorize it.

**Joe Mrak:** Absolutely.

**Jim Christie:** The sleeping documents? (Inaudible). Absolutely.

**Commissioner Saylor:** Sheriff, do you have anything to add?

**Sheriff Wilder:** The only thing I'll add is, originally, Terry kind of mentioned this, we kind of put in the interview, the three (3) different companies to do this, put it all in their time line crunch. And I told them it kind of slowed down a little bit with COVID. I've spoken with the Council. I know everybody's kind of wanting to wait 'til we get through this. So, I think this is going to time out about the first of the year, which would be right? Bring it back to the Council and Commissioners. Whatever this study brings to us. So, that's kind of our time line right now. Looking at first of the year. So.

**Commissioner Johnson:** Thank you.

**Joe Mrak:** Thank you.

**Commissioner Phillippe:** Thank you

**Commissioner Saylor:** Thank you, Guys. Appreciate the information.

**COMMISSIONER ITEMS FOR DISCUSSION**

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

Commissioner Phillippe: Nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

Commissioner Saylor: And I have nothing. So, we need a motion.

Commissioner Johnson: Make a motion to adjourn.

Commissioner Phillippe: Second.

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


Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.


Commissioner Saylor: Aye. Motion to, meeting's adjourned.

ADJOURNMENT: Meeting adjourned at 5:01 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



ARCHITECTS | ENGINEERS | PLANNERS

September 3, 2020

Warrick County Engineer's Office  
107 W. Locust Street, Suite 208  
Boonville, IN 47601

RE: Willow Estates  
Letter of Credit Reduction  
Morley Project # 10087.4.001 A

Dear Bobby:

We inspected the roadway and drainage as part of Willow Estates Subdivision. The remaining items to be installed listed below are to be completed by September 4, 2020 as required by the letter from Warrick County Area Plan Commission dated August 17, 2020. The following items need to be completed:

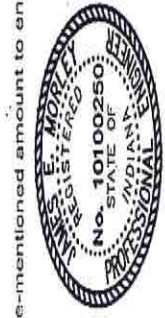
- 1) Street items that need to be installed
  - 1 1/2" Asphalt Surface 2 entrances \$97,277.50
  - 1 1/2" x 30" Stop Bar \$500.00
  - 1 Sidewalk \$1,000.00
  - 4 Curb Ramps \$14,730.00
  - EA @ \$500.00 \$2,000.00
- 2) Drainage items that need to be installed
  - 1,760.8 Removal of alltation of dirt \$1,760.80
  - 64 36" RCP from swales \$9,088.00
  - 1 45" x 26" Elliptical RCP \$142.00
  - 1 Final Grading \$2,000.00
  - LS @ \$1,000.00 \$1,760.80
  - LF @ \$142.00 \$9,088.00
  - LS @ \$2,000.00 \$2,000.00

Total - Street and Drainage \$74,256.30  
TOTAL \$81,681.93

FILED  
SEP 03 2020  
WARRICK COUNTY  
AREA PLAN COMMISSION

812.464.8888 ext# 012.464.2514 fax  
4800 Rosebud Ln., Newburgh, IN 47630  
morleycorp.com

*[Handwritten Signature]*



James E. Morley, P.E., P.L.S.  
Project Engineer

Attached: Plat  
cc: Warrick APC - Molly Barnhill  
Thompson Homes, Inc. - Nick Thompson  
File

Willow Estates - Warrick County, IN  
September 3, 2020

I recommend retaining the above-mentioned amount to ensure that all street and drainage items are installed and completed.

Thank you.

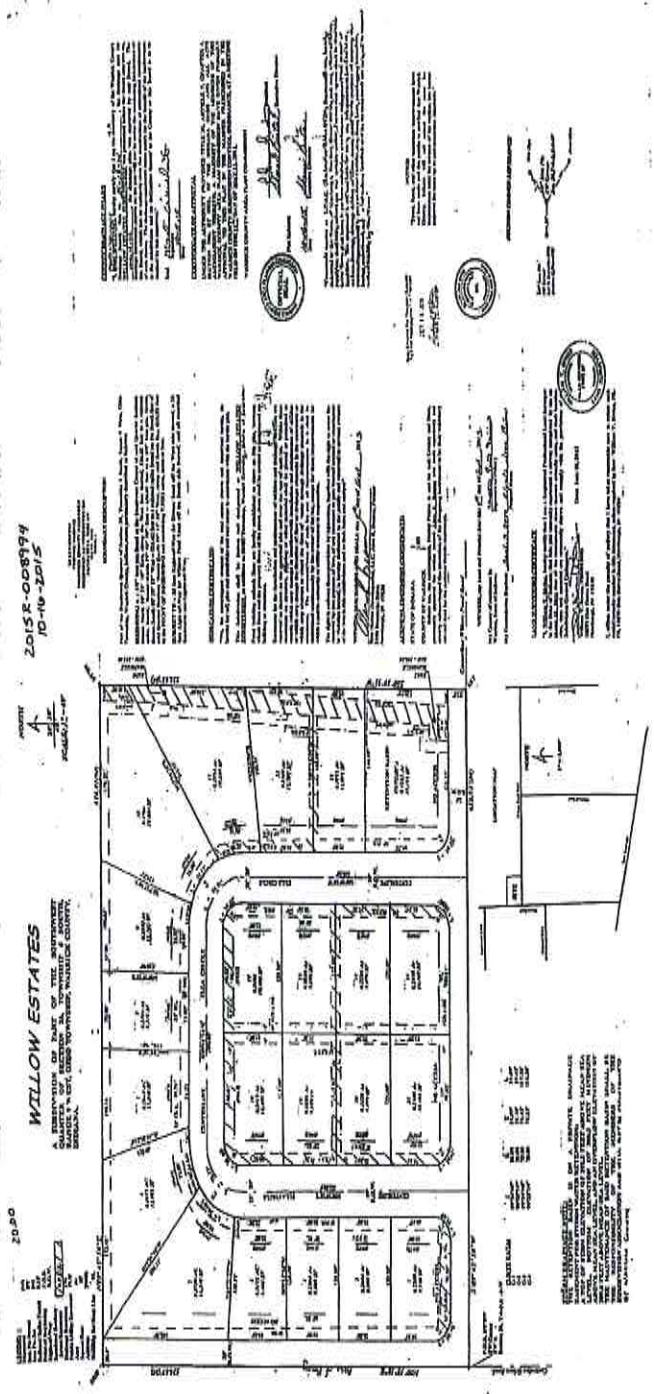
J:\10087\10087-10087\0087\CV\1 30\Documents\Letter of Credit\2020\LOG Resolution 2020.docx

BOARD OF COMMISSIONERS:

*[Signatures of Board of Commissioners]*

ATTEST:

*[Signature of Auditor]*  
Auditor  
Date: 9/14/2020





**CASH WAGBNER & ASSOCIATES . PC**  
CONSULTING ENGINEERS - LAND SURVEYORS

*Robby*

AUGUST 17, 2020

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

RE: Orchard View PUD Section 2  
Street Certification  
Project No.: 16-2524

Check the record of the Warrick County Clerk, West, Deves and Claire Courts, within the subject project to completely identify the location of all roads, including all easements and rights of No. 11 bituminous surface, 2 1/4 inches of No. 9 bituminous binder and eight inches of compacted aggregate base (No. 53 stone).

We ask that you inspect the improvements and release the surety for this development. If you have any questions or require additional information, please contact our office.

Sincerely,

*Alan Meritt Jr.*  
Alan Meritt Jr., P.E.  
Project Engineer

cc: File

BOARD OF COMMISSIONERS:

*Alan Meritt Jr.*  
Member  
*John*  
Member  
ATTEST:  
*Alan Meritt Jr.*  
Auditor  
Date: 9/14/2020

FILED  
AUG 17 2020  
WARRICK COUNTY  
MICH. ALAN C. WAGBNER

314 BIRCKEL CIRCLE, SUITE B  
EVANSVILLE, IN 47518

PH: 812.481.8823  
FAX: 812.481.8823



**CASH WAGBNER & ASSOCIATES . PC**  
CONSULTING ENGINEERS - LAND SURVEYORS

August 18, 2020

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

RE: Orchard View PUD Section 2  
Newburgh, IN  
Our Project No.: 16-2524

All drainage improvements required for Orchard View PUD Section 2 are in place and have been constructed in relative conformance with the approved drainage plan.

If you have any questions or comments, please give me a call.

Sincerely,

*Alan Meritt Jr.*  
Alan Meritt Jr., P.E.  
Project Engineer

cc: File

BOARD OF COMMISSIONERS:

*Alan Meritt Jr.*  
President  
*John*  
Member  
*John*  
Member  
ATTEST:  
*Alan Meritt Jr.*  
Auditor  
Date: 7-10-2020

414 BIRCKEL CIRCLE, SUITE B, EVANSVILLE, IN 47518  
PH: 812.481.8823 FAX: 812.481.8823  
WWW.CASHWAGBNER.COM

NC

WARRICK COUNTY COMMISSIONER ORDINANCE # 2020-18  
PLAN COMMISSIONER DOCKET # PC-20-09

AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA  
COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN  
REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY COMMISSIONERS OF WARRICK  
COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Maps dated February 1, 2005 and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the "R-1A" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

Part of the Southwest Quarter of Section 33, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 33; thence along the south line of said Quarter Section, South 89 Degrees 30 Minutes 14 Seconds East 203.00 feet to a corner of The Village at River Walk, PRLUD, Phase 1, as per plat thereof, recorded in Document 2001R-011149 in the office of the Recorder of Warrick County, Indiana; thence along the boundary of said Phase 1, North 00 Degrees 39 Minutes 27 Seconds East 447.00 feet to a corner thereof; thence along the boundary of said Phase 1 and along the boundary of The Village at River Walk, PRLUD, Phase 3, as per plat thereof, recorded in Document 2003R-020750 and along the boundary of The Village at River Walk, PRLUD, Phase 4, per plat thereof, recorded in Document 2006R-010140 all in the office of said Recorder, South 89 Degrees 30 Minutes 14 Seconds East 402.00 feet to the southeast corner of Lot 66 in said phase 3; thence South 89 Degrees 48 Minutes 12 Seconds East 832.92 feet to a point in Pollack Avenue; thence along Pollack Avenue, South 00 Degrees 38 Minutes 40 Seconds West 276.35 feet; thence along the north line and the extended north line of a tract of land conveyed to Myers in Deed File 2 and 1389, Davis in Document 2005R-008899 and Glazebrook in Deed File 2 and 13909 all in the Office of the Recorder of Warrick County, Indiana, North 89 Degrees 30 Minutes 14 Seconds West 275.00 feet; thence along the west line of said tract of land conveyed to Glazebrook, South 00 Degrees 38 Minutes 40 Seconds West 175.00 feet to a point on the south line of the Southwest Quarter of said Section 33; thence along the south line of said Quarter Section, North 89 Degrees 30 Minutes 14

Seconds 960.00 feet to the point of beginning and containing a gross area of 11.609 acres, more or less.

Subject to all easements, rights-of-ways, and restrictions of record.

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

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

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

Handwritten signatures of Dan Sayko (President) and Scott Bauer (Member) of the Board of Commissioners, Warrick County, Indiana.

County Auditor: Cheryl R. Bauer  
Date Approved: 9/14/2020

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

Signature: [Signature]  
Printed Name: Scott Bauer

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



AUGUST 4, 2020

Warrick County Area Plan Commission  
107 W. Locust Street  
Evansville, IN 47901

Re: Williams Landing  
Our Project No. 120-4318

Storm Sewer & Detention Basin

- 12" R.C.P.
- 18" R.C.P.
- 30" R.C.P.
- 36" R.C.P.
- 12" Flared End Section
- 18" Flared End Section
- 30" Flared End Section
- 24" x 36" J Man
- 18" x 24" J Man
- 18" x 18" J Man
- Detention Basin Excavation

Sub-Total: Storm Sewer & Detention Basin

10% Contingency

Total: Storm Sewer & Detention Basin

Prepared by:

[Signature]  
Glen Merritt, Jr., P.E.  
Date: 8/14/2020

Table with columns: CHAINAGE, LEG, AMOUNT TO BE PAID. Total amount: \$72,802.00.

Total: \$72,802.00

\$69,192.50

414 CITADEL CIRCLE, SUITE B  
EVANSVILLE, IN 47715

PH: 812.401.8881  
FAX: 812.401.8882

I/We the Owner/Owners of the above named subdivision certify that the information herein is correct and I/We will build all named streets accordingly and in compliance with the plat. I/We have the authority to execute this plat and the subdivision map. I/We have obtained the necessary approvals from the Board of Commissioners, Warrick County, Indiana, and attached hereto.

Owner/Owners Name: Williams Landing

Address: 2231 Shadow Creek Lane - Nashville, TN 37630

I certify that to the best of my knowledge and belief, the information herein is correct and I/We will build all named streets accordingly and 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: Glen Merritt, Jr.  
Engineer: X Licensed Land Surveyor Ind. Reg. No. EE 10503870  
Address: 414 Citadel Circle - Suite B



I will perform reasonable and periodic inspection of this project during construction to determine compliance with the Standards for road and street construction as set forth in the Subdivision Control Ordinance for Warrick County, Indiana, and attached hereto.

Signature: [Signature]  
Typed Name: Glen Merritt, Jr.  
Engineer: X Licensed Land Surveyor Ind. Reg. No. EE 10503870  
Address: 414 Citadel Circle - Suite B







GATEWAY PLACE SECTION 2. PP-17-09

Reviewed By: Area Plan Commission

Date: \_\_\_\_\_ Comments: \_\_\_\_\_

By: Don Sayler

Reviewed By: County Engineer

Date: \_\_\_\_\_ Comments: \_\_\_\_\_

By: W. D. [Signature]

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS DAY OF \_\_\_\_\_, 20\_\_

MEMBER SIGNATURE: Don Sayler

ATTEST: [Signature]  
COUNTY AUDITOR

Additional Space for Comments:

4-218-2020 AS RECEIVED  
FIXED ASSET NOTIFICATION FORM SEP 03 2020  
DEPARTMENT: \_\_\_\_\_  
THIS NOTIFICATION IS FOR: X ADDITION UPDATE TRANSFER DISPOSAL/WARRICK CO. AUDITOR  
ACQUISITION IS BY: X PURCHASE DONATION LEASE TRANSFER X COVID-19 CARES ACT

DATE OF TRANSACTION: 8/24/2020 P.O. NO: \_\_\_\_\_  
ACCOUNT NO: \_\_\_\_\_ Click or tap here to enter text. MILEAGE OR HOURS: \_\_\_\_\_  
ESTIMATED LIFE EXPECTANCY: \_\_\_\_\_ Click or tap here to enter text. LOCATION: EMA OFFICE  
CIP NUMBER: 9LX2233, 9M21333

SERIAL OR VIN NUMBER: \_\_\_\_\_  
PARTIAL VALUE OF ASSET: \$1769.50  
TOTAL VALUE OF ASSET: \$1769.50  
DETERMINED, AND DATE BOARD APPROVED

DESCRIPTION: DELL 5070 17-9700 1/8 WP  
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)

BRAND OR MAKE: \_\_\_\_\_ Click or tap here to enter text.  
YEAR: \_\_\_\_\_ Click or tap here to enter text.

GROSS VEHICLE WEIGHT: \_\_\_\_\_ Click or tap here to enter text.  
IF DISPOSED - METHOD: \_\_\_\_\_ TRUCKS ONLY  
TRAFFIC/WEIGHT REPORT: \_\_\_\_\_  
DATE BOARD APPROVED: \_\_\_\_\_  
DATE BOARD APPROVED: \_\_\_\_\_  
PERSON RESPONSIBLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: \_\_\_\_\_  
RECEIVING PERSON'S SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

AUDITOR'S USE ONLY  
RECEIVED: \_\_\_\_\_ ENTERED FIXED ASSET: \_\_\_\_\_  
INSURED: \_\_\_\_\_ AUDITOR'S INITIAL: \_\_\_\_\_

PERFORMANCE BOND Bond # 1001236  
THIS BOND REPLACES AND RESEDES BOND NUMBER #124953

KNOW ALL MEN BY THESE PRESENTS, that we, YANKEETOWN DOCK CORPORATION, as principal, and Lexon Insurance Company, surety, are hereby faithfully bound in the sum of Twenty Thousand and No./100 (\$20,000.00) for the use and benefit of the County Commissioners of Warrick County, Indiana, to perform and comply with all of the obligations of said Yankeetown Dock Corporation by virtue of an order of the County Commissioners of Warrick County, Indiana, dated August 17, 1953, to which order this bond is attached.

Upon fulfillment of the obligations of the Yankeetown Dock Corporation, as in the above referred to order of County Commissioners, Warrick County, Indiana, this bond shall be null and void, otherwise to remain in full force and effect during the period of time said order of the County Commissioners of Warrick County, Indiana, continues in full force and effect.  
In the event of the cancellation or termination of this bond by the surety herein, no such cancellation or termination shall be effective until notice thereof shall be served personally upon the Auditor of Warrick County, Indiana, who is ex officio clerk of the Board of County Commissioners of Warrick County, Indiana.

Dated this 19th day of September, 2003

YANKEETOWN DOCK CORPORATION  
By: [Signature]  
LEXON INSURANCE COMPANY  
ATTEST: [Signature]  
By: [Signature]  
BROOK T. SMITH, ATTORNEY-IN-FACT

**POWER OF ATTORNEY**  
**Lexon Insurance Company**      LX - 005651

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: James T. Smith, John B. McManus, Linda Gibson, Mary E. Joseph, Tammy Masterson, Brook T. Smith, Kathy Hobbes, Raymond M. Hundley, Jason D. Cronwell, James H. Martin

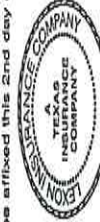
its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.


This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any instrument, contract, or agreement, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power or certificate shall be as binding on the Company as if they had been duly executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

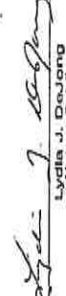


BY:  David E. Campbell  
President

LEXON INSURANCE COMPANY

ON this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.


NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA


 Lydia J. DeJong  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original and a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 17th Day of September 2020.



 Donald D. Buchanan  
Secretary

12/21/1998 17:20 6129589905

BUCKRIDGE ENV ENG

PAGE 02

THIS BOND REPLACES BOND NO. JX8753 executed by St. Paul Fire & Marine.

**PERFORMANCE BOND** Bond No. 124953

FOR THE OBLIGATIONS OF THE YANKEETOWN DOCK CORPORATION, AS PRINCIPAL, AND FRONTIER INSURANCE COMPANY, AS SURETY, TO THE STATE OF INDIANA, IN CONNECTION WITH THE CONSTRUCTION OF THE YANKEETOWN DOCK CORPORATION, IN THE COUNTY OF WARRICK, INDIANA.

KNOW ALL MEN BY THESE PRESENTS, that we, YANKEETOWN DOCK CORPORATION, as principal, and FRONTIER INSURANCE COMPANY, as surety, are hereby faithfully bound in the sum of Twenty Thousand and No/100 (\$20,000.00) for the use and benefit of the County Commissioners of Warrick County, Indiana, to perform and comply with all of the obligations of said Yankeetown Dock Corporation by virtue of an order of the County Commissioners of Warrick County, Indiana, dated August 17, 1953, to which order this bond is attached.

Upon fulfillment of the obligations of the Yankeetown Dock Corporation, as in the above referred to order of County Commissioners, Warrick County, Indiana, this bond shall be null and void, otherwise to remain in full force and effect during the period of time said order of the County Commissioners of Warrick County, Indiana, continues in full force and effect.

In the event of the cancellation or termination of this bond by the surety herein, no such cancellation or termination shall be effective until notice thereof shall be served personally upon the Auditor of Warrick County, Indiana, who is ex officio clerk of the Board of County Commissioners of Warrick County, Indiana.

Dated this 29th day of May, 1908

YANKEETOWN DOCK CORPORATION

By: 

ATTEST:



FRONTIER INSURANCE COMPANY

By: 



COPY

THIS BOND REPLACES AND SUPERSEDES BOND NUMBER 111

No. 16,337 # 1001337

BOND OF YANKEETOWN DOCK CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned YANKEETOWN DOCK CORPORATION, an Indiana corporation, as principal, and Lexon Insurance Company as surety, are held and firmly bound unto Warrick County, Indiana, in the sum of Two Thousand (\$2,000.00) for the payment of which well and truly to be made we bind ourselves, our successors and assigns jointly and separately by these presents.

The conditions of the above obligation are that whereas at the November Adjourned Term, 1953, of the Board of Commissioners of Warrick County, Indiana, Yankeetown Dock Corporation was granted written permission to cross with railroad treaties public county ditches and drains which the route of its railroad track, present or future, will intersect, and to maintain and use said treaties.

And in the granting of such permit and franchise the Board of Commissioners and Yankeetown Dock Corporation entered into a written contract, the duties of Yankeetown Dock Corporation, its agents, successors or assigns, under such contract being as follows:

Yankeetown Dock Corporation, its agents, successors or assigns, will drive its ditches and drains at the points of crossing will be widened to give as much cross section as the original cross section of the ditches and drains as crossed as they cross, respectively, had previously to the construction of the railroad track by Yankeetown Dock Corporation, its agents, successors or assigns, will remove drift that is hindering the free flow of water in the public county ditch or drain cross by Yankeetown Dock Corporation, its agents, successors or assigns, at the expense of Yankeetown Dock Corporation. It is the duty of Yankeetown Dock Corporation, its agents, successors or assigns, to use such treaties crossing the railroad track at the expense of Yankeetown Dock Corporation, its successors or assigns.

And in the granting of such permit and franchise it was ordered that Yankeetown Dock Corporation file its bond in the penal sum of Two Thousand and No/100 (\$2,000.00) with Lexon Insurance Company as surety, to assure compliance with the terms of said contract.

Now, THEREFORE, should said Yankeetown Dock Corporation, its agents, successors or assigns, comply with the duties of Yankeetown Dock Corporation, its agent, successors or assigns, as set forth in said contract which was executed by the

Board of Commissioners concurrently with the execution of said Order of the Board of Commissioners, this obligation shall be void, otherwise, to remain in full force and effect.  
 IN WITNESS WHEREOF, the said Yankeetown Dock Corporation by its duly authorized officers and the said Lexon Insurance Company by its duly authorized Attorney-in-Fact have executed this Bond this 16th day of September, 2020.

(Corporate Seal)  
 ATTEST:  
 BY: *Steven R. Scherer, Vice President*  
 YANKEETOWN DOCK CORPORATION

BY: *David E. Campbell, President*  
 LEXON INSURANCE COMPANY  
 BY: *Brook E. Smith, Secretary-in-Face*  
 "Surety"

STATE OF Missouri COUNTY OF St. Louis  
 SS:

Before me, the undersigned, a Notary Public in and for said County, this 16th day of September, 2020, appeared personally known to me and the undersigned, respectively, of Yankeetown Dock Corporation, an Indiana Corporation, and David E. Campbell, respectively, of Lexon Insurance Company, an Indiana Corporation, and Brook E. Smith, respectively, as their free and voluntary act and as the true and voluntary act of said Yankeetown Dock Corporation, and as witnesses, my hand and Notarial Seal this 16th day of September, 2020.

My Commission Expires: 12/20/2022  
*David E. Campbell*  
 NOTARY PUBLIC

POWER OF ATTORNEY  
**Lexon Insurance Company** LX-005652

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: James T. Smith, John B. McManus, Linda Gibson, Mary E. Joseph, Tammy Masterson, Brook T. Smith, Kathy Hobbs, Raymond M. Humaday, Jason D. Cromwell, James H. Martin

its true and lawful Attorney-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or INSURANCE COMPANY on the 1st day of July, 2020 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any and all bonds, undertakings or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be deemed to be the act of the Company and shall be deemed to be executed by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile on any certificate of any such power of attorney and power of attorney bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed shall be deemed to be executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS, THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2020.



BY: *David E. Campbell*  
 David E. Campbell  
 President  
 LEXON INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 2nd day of July, 2020, before me, personally name David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC DESIGNATED BY THE COMMISSION STATE OF MISSOURI

*Lydia J. DeJong*  
 Lydia J. DeJong  
 Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 14th Day of September, 2020



*Donald D. Buchanan*  
 Donald D. Buchanan  
 Secretary

17:28 8120199305 BUCKRIDGE EMV ENG PAGE 03  
 This bond was not a bond & 338754 executed at 53 PAUL FIRE & MARINE

BOND OF YANKEETOWN DOCK CORPORATION

NO. 144955  
 DOC NO: 10208-000006  
 WARRICK COUNTY RECORDS, 11010 9th Street, Westfield, IN 46084

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned YANKEETOWN DOCK CORPORATION, an Indiana corporation, as principal, and FRONTIER INSURANCE COMPANY are held and firmly bound unto Warrick County, Indiana, in the sum of Two Thousand (\$2,000.00), for the payment of which well and truly to be made we bind ourselves, our successors and assigns jointly and separately by these presents.

The conditions of the above obligation are that whereas at the November Adjournd Term, 1953, of the Board of Commissioners of Warrick County, Indiana, Yankeetown Dock Corporation was granted written permission to cross with railroad treaties public county ditches and drains which the route of its railroad track, present or future, will intersect, and to maintain and use said track.

And in the granting of such permit and franchise the Board of Commissioners and Yankeetown Dock Corporation entered into a written contract, the duties of Yankeetown Dock Corporation, its agents, successors or assigns, under such contract being as follows:

Yankeetown Dock Corporation, its agents, successors or assigns, will drive its piling and construct the crossing, will drive its piling and construct the crossing and drains at the points of crossing will be widened to give as much cross-section as the crossing will require, and will maintain the crossing and drains as they are, and each, respectively, had provided to the satisfaction of the Board of Commissioners of Warrick County, Indiana, its agents, successors or assigns, will remove drift that is hindering the flow of water in the public county ditch or drain crossed by Yankeetown Dock Corporation, its agents, successors or assigns, may use such treatise crossing at the expense of Yankeetown Dock Corporation, its agents, successors or assigns, may use such treatise crossing at the expense of Yankeetown Dock Corporation, its agents, successors or assigns.

And in the granting of such permit and franchise it was ordered that Yankeetown Dock Corporation file its bond in the penal sum of Two Thousand and No/100 (\$2,000.00) with Frontier Insurance Company as surety, to assure compliance with the terms of said contract.

NOW THEREFORE, should said Yankeetown Dock Corporation, its agents, successors or assigns, comply with the duties of Yankeetown Dock Corporation, its agents, successors or assigns, as set forth in said contract which was executed by the

*CDV*

Board of Commissioners concurrently with the execution of said Order of the Board of Commissioners, this obligation shall be void, otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the said Yankeetown Dock Corporation by its duly authorized officers and the said FRONTIER INSURANCE COMPANY authorized attorney-in-fact have executed this Bond this 29th day of May, 1998.

(Corporate Seal) BY: [Signature]  
 YANKEETOWN DOCK CORPORATION

ATTEST: [Signature]  
 Anna D. Jones

[Signature] "Principal"  
 FRONTIER INSURANCE COMPANY  
 BY: [Signature]  
 "Surety"

STATE OF [Signature] SS:  
 COUNTY OF [Signature]

I, the undersigned, a Notary Public in and for said County, this day of May, 1998, personally appeared [Signature], personally appeared an Indiana resident known to me to be the duly authorized officer and administrator of Yankeetown Dock Corporation, and each acknowledged the execution of the foregoing Corporate Seal to me, and each acknowledged the execution of the foregoing Bond respectively as their true and voluntary act and as the free and voluntary act of said Yankeetown Dock Corporation.

WITNESS my hand and Notarial Seal this day of May, 1998.  
[Signature]  
 NOTARY PUBLIC

My Commission Expires: 10/31/2020



September 28, 2020  
 Mr. Roger Emmons  
 Warrick County Commissioners  
 Warrick County Administrator  
 Warrick County Jail  
 100 IN 652  
 Boonville, IN 47601

Re: Scheduled Maintenance Program #1751

Dear Mr. Emmons:

Thank you for the opportunity to provide asset management services for your facilities. We greatly value and appreciate your business and look forward to our continued partnership. In accordance with the terms and conditions of your existing agreement, it will automatically renew on November 1, 2020, for a period of three years. This will:

- prevent a lapse in service
- keep your equipment operating optimally
- minimize energy costs and downtime

Should you have any questions please call me at 812-459-5200 or by email at [andy.jones@trane.com](mailto:andy.jones@trane.com).

Sincerely,  
[Signature]  
 Andy Jones  
 Account Manager  
 AJ/saw

12700 Plantside Drive, Louisville, KY 40299 • 502.499.7000 • [harshawtrane.com](http://harshawtrane.com)

Service Location: Warrick County Jail  
 100 IN 652  
 Boonville, IN 47601

Effective Dates: 11/1/2020 – 10/31/2023

Schedule of Services:

Equipment	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
(8) Rooftop Units (Direct Drive)	FC	PM, CC, FC	PM, FC	FC
(9) Rooftop Units (Belt Drive)	FC	PM, CC, FC	PM, FC, BC	FC
(3) Mini Split Systems	CF	PM, CC, CF	PM, CF	CF
(3) Unit Heaters	PM, FC		PM, FC	PM
(1) Commercial UPS Air Heater	PM, FC		PM, FC	PM
(1) Domestic Hot Water Heater				PM

SERVICE LEGEND: PM = OPERATIONAL INSPECTION; FC = FILTER CHANGE; CC = COMPRESSOR CLEANING; BC = BELT CHANGE; CF = CLEAN FILTER

Price: #1751  
 11/1/2020 – 10/31/2021: \$10,201 annually, payable in advance.  
 11/1/2021 – 10/31/2022: \$10,507 annually, payable in advance.  
 11/1/2022 – 10/31/2023: \$10,822 annually, payable in advance.

The agreement will automatically renew at the above-mentioned pricing for a period of three years.

If a purchase order is required, please fax the purchase order to 502-493-0695 to the attention of Anna Woolley.

Option	Year	PRICING & ACCEPTANCE	Price
Annually	11/1/2020-10/31/2021		\$10,201 per year, payable in advance
	11/1/2021-10/31/2022		\$10,201 per year, payable in advance
	11/1/2022-10/31/2023		\$10,222 per year, payable in advance

- Notes:
1. Multiyear service agreements are invoiced annually.
  2. Purchase Order for a 3-year agreement should clearly state that pricing is based upon the pricing in effect for the year in which the agreement is to be performed.
  3. A discount is available for clients that choose to pay the annual agreement amount in advance in lieu of quarterly. If annual pricing was indicated, the discount is 10%.
  4. Cancellation Policy - This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the date of the agreement. If the agreement is cancelled by the Customer, the balance of the Service Agreement shall be paid to Harshaw Trane. If the agreement is cancelled by the Customer, the Customer shall pay to Harshaw Trane the balance of the Service Agreement. If the agreement is cancelled by Harshaw Trane, the annual fee by the Customer shall be prorated to the date of termination. If the agreement is cancelled by Harshaw Trane, the annual fee by the Customer shall be prorated to the date of termination. If the agreement is cancelled by Harshaw Trane, the annual fee by the Customer shall be prorated to the date of termination. If the agreement is cancelled by Harshaw Trane, the annual fee by the Customer shall be prorated to the date of termination.
  5. Payments or multiple years, the Customer shall be required to pay Harshaw Trane the outstanding set up costs, in full, at the time of agreement termination.
  6. Please note special intelligent Services agreement cancellation terms and conditions noted within the "Other Features & Benefits" section of this agreement document.
  7. Renewal/Overtime is not included under this coverage. Failures which occur as a result of Renewal/Overtime are not covered.

Customer Agreement  
 Warrick County Commissioners  
 Signature Dan Saylor  
 Title President  
 Acceptance Date September 14, 2020  
 P.O. #: N/A

Harshaw Trane  
 Signature Randy Cummings  
 Title Service Sales/Sales Leader  
 Acceptance Date 9/28/2020  
 Effective Date  
 (Established by Harshaw Trane)



OPTIMIZING FACILITIES FOR LIFE

Please complete and return with the enclosed Service Agreement.

- A. Sold To  
 Company Name: Warrick County Commissioners for Warrick County Jail  
 Address: 100 SR 62W, Boonville, IN 47601  
 Phone #: 812-897-6180  
 Email Address: m.wilder@warrickcountysheriff.com  
 Name: Warrick County Commissioners  
 Address: 107 W. Locust Street, Suite 301 Boonville, IN 47601  
 Phone #: 812-897-6120  
 Name: Kopek Kamborik Mike Wilder  
 Title: Warrick County Sheriff  
 Phone #: 812-897-6180  
 Email Address: m.wilder@warrickcountysheriff.com
- B. Bill To (if different from above)  
 Name: LARRY SULAWSKI  
 Phone #: 812-305-9267
- C. Individual in charge of physical facilities: (Management or Supervisor Level)  
 Name: Joe Grassman  
 Phone #: 812-568-7133 (cell)
- D. Name of equipment operators  
 Name: Roger Emmons  
 Phone #: 812-568-7133 (cell)
- E. Purchasing Agent  
 Name: Chief Mike Wilder or Sheriff Deputy Sheriff Paul Kruse
- F. Safety Director  
 Name: Same as "G", plus Roger Emmons
- G. Who should the Service Representative report to when arriving at the facility?  
 Name: Same as "B"
- H. To whom should the Service Representative report the results of the visit?  
 Name: Same as "B"
- I. What individual should receive copies of Service Work Reports?  
 Name: Same as "B"
- J. Who can authorize the Service Representative to perform additional services or work overtime?  
 Name: Same as "B"
- K. Any other special instructions for us to consider in performing the services purchased:  
 Name:
- L. Tracer Summit Phone # (if applicable)  
 Phone #:

06/27/20

12/4/13

Harshaw Trane Service

WARRICK COUNTY COMMISSIONERS ORDINANCE 2020-15

WHEREAS, Indiana Code 5-10-6-1 provides that the Warrick County Board of Commissioners shall, by ordinance, establish dates designated to be holidays for the year; NOW, THEREFORE, be it ordained by the Warrick County Board of Commissioners that said Board establishes the following days as legal holidays for the year 2021:

Actual Birthday	OBSERVED
New Year's Day	January 1
* Birthday Holiday	January 1
Martin Luther King, Jr. Day	Monday
President's Day	Monday
Good Friday	Friday
Memorial Day	Monday
Independence Day	Monday
Labor Day	Monday
Columbus Day	Monday
Veterans' Day	Thursday
Thanksgiving Break	Thu-Fri
Christmas Eve & Christmas	November 25 & 26
New Year's Eve	December 23 & 24

\*If an employee's birthday falls on a holiday, they will have the next working day off. If their birthday falls on a Sunday, they will be off the following Monday.

This Ordinance passed and ordained this 14th day of September, 2020.

ATTEST:  
 Deborah K. Stevens, Auditor

WARRICK COUNTY BOARD OF COMMISSIONERS  
 Dan Saylor, President  
 Robert H. Johnson, Jr., Vice-President  
 Terry J. Phillips, Member

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this "MOU" or "Memorandum"), as entered into on September 14, 2020, between the Warrick County Board of Commissioners and the Warrick County Health Department, located at 1 County Square, Suite 900, Boonville, Indiana 47601 (the "County"), and Deaconess Health, located at 600 Mary Street, Evansville, Indiana 47710 ("Deaconess"), jointly referred to herein as the "Parties," is for the purposes of establishing the roles and responsibilities each Party will have in the provision of SARS-CoV-2 testing in Warrick County, Indiana, to which the Parties agree as follows:

- 1. **Project.** The project for which the Parties are intending to collaborate is for the provision of direct services to the community in the form of SARS-CoV-2 testing (the "Project").
- 2. **Purpose and Scope.** The Parties intend for this MOU to provide the structure and legal framework and other agreements to be considered by the Parties which may be related to the project.
- 3. **Objectives.** The Parties intend and shall endeavor to cooperate to develop and establish policies and procedures to promote and sustain a market for one or more COVID-19 testing sites in Warrick County, Indiana, and further desire to maintain a product and/or services that meets or exceeds all business and industry standards.
- 4. **Responsibilities and Obligations of the Parties.**
  - a. **Binding Authority.** Both Parties acknowledge that a commitment binding both parties with respect to the Project will only result from execution of definitive documents. Any other commitments or agreements made orally or by email or otherwise may be provided in any such agreements, either party may, at any time, decide not to proceed with the Project for any reason or for no reason. Notwithstanding the foregoing, both Parties and shall be bound by Sections 6 and 10 of this MOU, and agree that such Sections are enforceable against the Parties.
  - b. **Warrick County.** Warrick County intends to provide or otherwise arrange for grant funding in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the operation of local COVID-19 testing sites as provided by the Indiana State Department of Health.

c. **Deaconess Health.** Deaconess intends to administer COVID-19 testing, as well as provide all equipment, materials, personal protective equipment, and employees necessary for the operation of COVID-19 testing sites, all as more fully described on Attachment A.

5. **Term.** The term of this Memorandum shall commence on September 14, 2020, and shall expire on June 30, 2021, unless further renewed by mutual agreement of the Parties.

6. **Confidentiality.** The Parties shall treat the provisions of this MOU, including any documents and attachments associated herewith, in the strictest of confidence, and the Parties shall not disclose such terms to any individual, person, or entity, except for those officers, representatives, advisors, directors, and employees of either Party who are authorized to know such terms and provisions for the purpose of evaluating this MOU and who agree to keep such information confidential.

7. **Legal Compliance.** The Parties acknowledge and understand that each Party must be able to fulfill their responsibilities and obligations as described under Section 4, above, in accordance with the provisions of the law and regulations that govern their activities. Nothing in this MOU shall be construed to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for each Party's performance under the terms of this MOU. If at anytime either Party is unable to perform the responsibilities and obligations assigned to them under this MOU in a manner consistent with such Party's statutory and regulatory requirements, the affected Party shall immediately provide written notice to the other Party.

8. **Limitation of Liability.** Both Parties acknowledge that no limitation of rights shall arise or otherwise be assumed between the Parties as a result of the terms and provisions of this Memorandum.

9. **Notice.** Both Parties acknowledge that any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth above.

10. **Governing Law.** This Memorandum shall be governed by, and construed in accordance with, the laws of the State of Indiana.

11. **Authorization and Execution.** Except as otherwise provided, the signing of this Memorandum does not constitute a formal, binding agreement, and as such it simply intends that the Parties shall strive, to the best of their abilities, to reach the goals and objectives as stated in this MOU.

**WARRICK COUNTY HEALTH DEPARTMENT**

**BOARD OF COMMISSIONERS**

*Robert H. Johnson, Jr.*  
Robert H. Johnson, Jr., Vice President

Terry J. [Signature]  
Terry J. [Signature] Member

**DEACONESS HEALTH**

Deaconess Health  
600 Mary Street  
Evansville, Indiana 47710

Date 9/14/2020  
Date 9/28/2020

Date \_\_\_\_\_

September 1, 2020

TOWN/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount \$232,186.29 Des No. 1592154
Agreement Type Reimbursement Project No. 1592154
Work Description Pedestrian/Bicycle Road: SR-26, L. Yann Road, Casey Road, and Oak Grove Road
Title County Warrick

THIS AGREEMENT, made and entered into this day of 2020, by and between Vestren Corporation

One Vestren Square Evansville, IN 47708
(hereinafter referred to as the "Utility"), and Warrick County Board of Commissioners 107 W. Locust Street, Suite 301

Boonville, IN 47601

WITNESSETH:

WHEREAS, the Local Public Agency desires construct a shared-use pedestrian trail and sidewalk, as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project");

WHEREAS, due to said highway construction, certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked "A" attached hereto and incorporated by reference;

WHEREAS, the Local Public Agency has determined the Utility to be eligible for reimbursement;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State"), has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

Page 1 of 9

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project, and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter referred to as the "Policy Guide"), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations, and/or relocation of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the adequacy of which considerations as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt of which is hereby acknowledged and intending to be legally bound, the parties hereby covenant and agree as follows:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall prepare, or cause to be prepared, all plans, specifications, and a preliminary itemized cost estimate, for relocation of the Utility's facilities that need to be relocated in order to construct the project.

The Utility shall make the necessary adjustments, removals, alterations, and/or relocations to its existing facilities as further shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: [Check the following that applies]

With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

By an approved contractor as set forth in 23 CFR 645.109, 645.111, and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in the attached Exhibit "B", incorporated by reference, and prepared in accordance with the Policy Guide and 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including, but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and/or contracted services. Each item shall be shown as a "per unit" cost. Professional services shall not be listed as a percentage of the total cost.

Page 2 of 9

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations, and/or relocations covered by this Agreement until written authorization has been given to the Utility by the Local Public Agency, or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

[Check the following that applies]

The existing facilities are located on public right-of-way

The existing facilities are not located on public right-of-way

If such facilities are located on property other than public right-of-way, and the Utility either has an easement thereon or a continuing right therein, the facilities in that location, the Utility, for an in consideration of this Agreement, shall subordinate the Utility's rights to those of the Local Public Agency in the highway right-of-way prior to final payment by executing an individual subordination agreement.

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change(s) in the planned work covered by the approved agreement, plans, and estimate, the Utility shall inform the Local Public Agency as soon as practicable upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practicable upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this Agreement.

Such notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, and the relocation, the time necessary to complete the relocation, and the extent of relocation.

Page 3 of 9

**SECTION V – STANDARD PAYMENT METHOD/PROGRESS BILLING**

The Utility may, once the Utility has accumulated **One Thousand and 00/100 Dollars (\$1,000.00)** of expenses, submit one request for payment per calendar month for work covered by this Agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

The Local Public Agency will reimburse the Utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of network construction. The Utility shall submit an itemized bill to the Local Public Agency from the Utility.

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent of the amount of completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Final payment shall not abrogate the Local Public Agency's or the State's right to dispute. In good faith, the Utility's claim for completion of the project shall be supported by presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section VIII of this Agreement.

Notwithstanding the estimated cost shown on Exhibit "B" or the actual cost incurred by the Utility, the Local Public Agency's obligation to reimburse the Utility shall not exceed the total sum of **Two Hundred Thirty-Two Thousand One Hundred Eighty-Six and 79/100 Dollars (\$232,186.79)**.

**SECTION VI – LUMP SUM PAYMENT METHOD**

The Utility may elect to petition the Local Public Agency for payment of its expenses by lump sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the Utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**. Lump sum payments in excess of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** will be made only if in the best interests of the public, in accordance with 23 CFR 645.115(d), and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

**SECTION VII – FINAL BILL**

The Utility shall present its final itemized bill, accompanied by an itemized cumulative invoice, to the Local Public Agency. The Utility shall include a detailed explanation of all items and any claims for payment shall be submitted with this final itemized bill. Such supporting documents include, without limitation, copies of material invoices, time sheets, vendor and/or contractor invoices, and other such documents as deemed necessary by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense, and retainage within ninety (90) days after the resolution and issuance of an audit performed in accordance with Section VIII.

**SECTION VIII – RECORDS**

The Utility's accounts and the accounts and records of any contractor or subcontractor involved in the construction of the project shall be open to audit by the Local Public Agency. Audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for the amount overpaid within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

**SECTION IX – DISCRIMINATION**

Pursuant to Ind. Code 32-9-1-10, the Utility, its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the construction of the project on the basis of race, sex, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Utility shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 CFR Part 21, as they may be amended from time to time, herein incorporated by reference.

**SECTION X – GENERAL LIABILITY PROVISIONS**

The Utility for itself, its employees, agents, and representatives shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons, or damage to or destruction of property (hereinafter "Claim"), arising out of intentional tortious acts or whether contractors, in relation to, or connection with any work performed by the Utility, its employees, agents, or subcontractors, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal, or governing body entitled to make such determination for intentional tortious acts and/or negligence with respect to the occurrence(s) giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

**SECTION XI – INCORPORATION OF THE UTILITY POLICY GUIDE**

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms of provisions set forth in said Policy Guide.

**SECTION XII – PENALTIES/INTEREST/ATTORNEY'S FEES**

The Local Public Agency will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, Ind. Code 3-17-3-1 *et seq.*

**SECTION XIII – GOVERNING LAWS**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana, and any suit must be brought in the State of Indiana.

**SECTION XIV – BINDING UPON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon both parties and their successors and assigns.

**SECTION XV – NON-COLLUSION AFFIDAVIT**

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto. If the Utility is a governmental entity, the execution of a Non-Collusion Affidavit shall not be required.



**SECTION XVI – MAINTAINING A DRUG-FREE WORKPLACE**

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain, during the term of this Agreement, a drug-free workplace, and to take all reasonable steps to ensure that the Utility and its subcontractors, if any, and the Department of Administration within ten (10) days after receipt in special notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

(B) Additionally, if the total contract amount set forth in this Agreement is in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.000), the Utility and its subcontractors, if any, hereby further agree that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace Certificate, which is hereby incorporated in conjunction with this Agreement and which is appended as an attachment hereto.

(C) Failure of the Utility and its subcontractors, if any, to in good faith comply with the terms, conditions and representations contained in this Agreement shall constitute a material breach of this Agreement and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, without limitation, the suspension of all payments, termination of this Agreement, and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

**SECTION XVII – FUNDING CANCELLATION CLAUSE**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation or performance of this Agreement, this Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of the performance shall be final and conclusive.

**SECTION XVIII – BUY AMERICA CERTIFICATION**

The Utility agrees that all steel and cast-iron materials and products to be used under this Agreement will be produced and manufactured in the United States of America, pursuant to the requirements of Ind. Code 5-1-9-8-1 *et seq.*, and 23 CFR 635.410.

**IN WITNESS WHEREOF**, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

**ATTEST:**

\_\_\_\_\_  
Veevren  
(Secretary of Utility – Signature)  
\_\_\_\_\_  
(Secretary's Name – Printed)

State of \_\_\_\_\_ County of \_\_\_\_\_ SS:  
Before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
(Names and Officers of Signers of Utility)

And acknowledged the execution of the foregoing contract on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Name of Utility)

Witness my hand and seal the said last day.  
My Commission Expires \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Notary Public, Printed)

**FOR:** \_\_\_\_\_  
Warrick County Board of Commissioners

**BY:** \_\_\_\_\_  
Dan Slayton, President  
Robert L. Johnson, Jr., Vice President  
\_\_\_\_\_  
Mississippi, Member

**ATTEST:** \_\_\_\_\_  
Deborah K. Stevens, Auditor  
Warrick County, Indiana

State of Indiana County of Warrick SS:  
Before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
Warrick County Board of Commissioners  
And acknowledged the execution of the foregoing contract on this 14 day of September, 2020.

My Commission Expires September 10, 2024  
  
(Seal)

\_\_\_\_\_  
(Signature)  
Kristine L. Soberg  
(Notary Public, Printed)

This document prepared by: \_\_\_\_\_

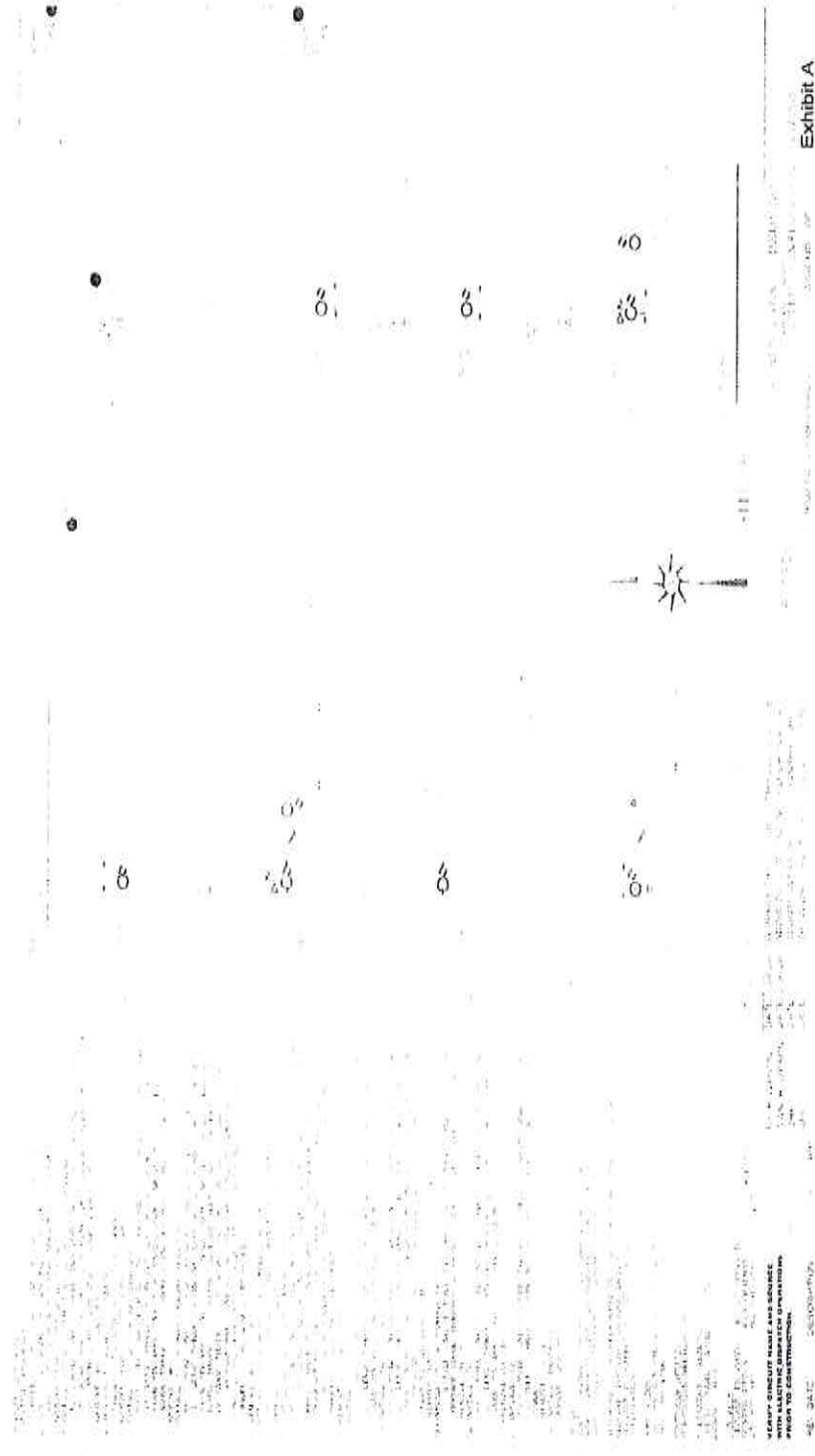


Exhibit A

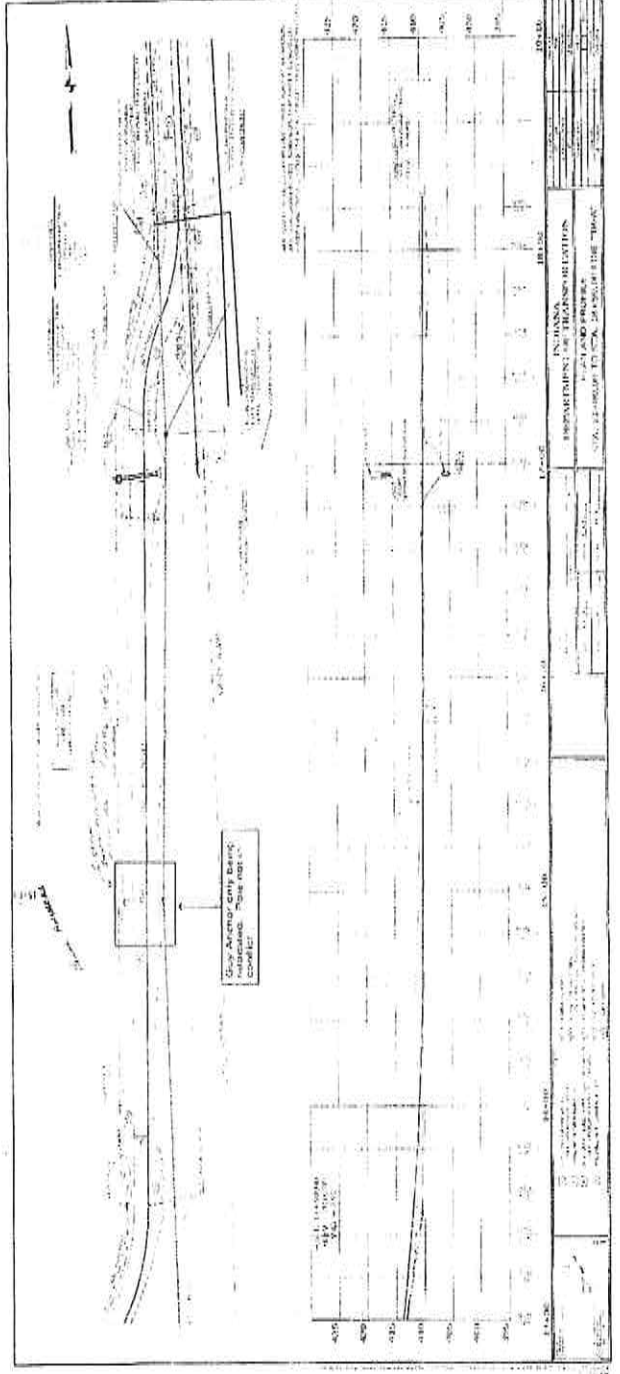


Exhibit B

**Vectron Electric Budgetary Cost Estimate**  
 Prepared By: **PHH Rainey**  
 Project Name: **YOR-WARRICK TRAIL-ANCHOR REPLACEMENT WITH LEASE**  
 Work Order/Project Number:  
 Date: **Monday, April 23, 2020**

Category	Sub-Category	Cost	Added Contingency	Total Line Cost with Contingency	Category Total Cost
Stock Material	Transmission Structure Hardware	\$ 848	0%	\$ 848	\$ 848
	Transmission Conductor and Shield	\$ -	0%	\$ -	\$ -
	Distribution Conductors	\$ -	0%	\$ -	\$ -
Direct Order Materials	Steel Joists	\$ -	0%	\$ -	\$ -
	Crane/Cable	\$ -	0%	\$ -	\$ -
	Rebar/Concrete	\$ 3,224	0%	\$ 3,224	\$ 3,224
	Conduit	\$ -	0%	\$ -	\$ -
	Lubricants	\$ 3,293	100%	\$ 3,293	\$ 3,293
	Insulator	\$ -	0%	\$ -	\$ -
In-house Labor	Switching Cost	\$ 400	0%	\$ 400	\$ 400
	Inspector Vehicle Cost	\$ 318	0%	\$ 318	\$ 318
Contract Labor / Services	Line Construction	\$ 12,000	0%	\$ 12,000	\$ 12,000
	Construction Management	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	Survey / Field Survey, RDM, Staking, and Plans	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
	RDW Purchase	\$ -	0%	\$ -	\$ -
Land / Easements	Lease for Levee/Storm Yard, Storage, etc.	\$ -	0%	\$ -	\$ -
	Storm Loadings	\$ 76.23	0%	\$ 76.23	\$ 76.23
	Labor Loading	\$ 459.96	0%	\$ 459.96	\$ 459.96
	Material Loading	\$ 26.55	0%	\$ 26.55	\$ 26.55
	AGC and E&S Overhead w/ AFUDC	\$ 2,300	0%	\$ 2,300	\$ 2,300
	Cost of Materials	\$ 33,237	0%	\$ 33,237	\$ 33,237
	Total Project Cost	\$ -	0%	\$ -	\$ -
	Total Project Cost with Tax Gross-Up (on Reimbursable Projects)	\$ -	0%	\$ -	\$ -
	Total Project Cost with Tax Gross-Up (on Reimbursable Projects)	\$ 30,153.50	0%	\$ 30,153.50	\$ 30,153.50

**CUE Estimate**

Cost Distribution		Warrick Trail-Distr		Total Cost	
Project Des. No.	Estimator	Estimate Date			
19555-01-006210	Jody Chapman	8/6/2020			
Financial WO	Description	Plant Account	Total Material cost	Labor Cost	Total Cost
19555-01-006210	Land Rights	360	0.00	0.00	0.00
19555-01-006210	Land Rights	364	38035.29	67392.66	105428.18
19555-01-006210	Overhead Conductors & Devices	365	7376.49	70865.32	78241.81
19555-01-006210	Underground Conduit	367	1133.78	0.00	1133.78
19555-01-006210	Line Transformers	368	2543.78	2383.61	4927.39
19555-01-006210	Meters	369	2243.08	1394.00	3637.08
19555-01-006210	Street Lighting & Signal systems	371	0.00	0.00	0.00
Grand Totals:			51307.43	144531.77	195839.20

Prescribed by the State Board of Accounts  
**COUNTY TREASURERS MONTHLY REPORT**  
 Required by IC 30-2-10-18 and IC 5-13

COUNTY FORM NO. 47-TR  
**100% COPY**

Month ending August 31st, 2020  
 WARRICK COUNTY RECEIVED  
 SEP 02 2020  
 WARRICK CO. AUDITOR  
 FILED  
 SEP 02 2020  
 WARRICK CO. AUDITOR

1 Total Taxes Collected (Not Received to Ledger or Refunded)	83,245,499.50
2 Advance Collections of Taxes	10,000.00
3 Late Collections (Including Late Assessment Penalties)	350,000.00
4 Supplemental Payments	350,000.00
5 Demand Fees	10,000.00
6 Vendor Contributions	10,000.00
7 Storm Water Fees	32,905,600.00
8 Heavy Equipment Rental Excise Tax	1,171,246.15
9 Aircraft License Excise Tax	10,000.00
10 Boat Excise Tax	10,000.00
11 State Reimbursement Credit	353,000.00
12 Normalized Credit to Ledger Accounts - Cash	833,222,863.00
13 Total Balances of all Ledger Accounts - Investments	854,057,133.33
14 CREDITS	
24 Depositors Balance as Shown by Balance of Cash and Investments as Shown by Daily Balance of Cash and Investments	854,057,133.33
25 Total Cash on Hand at Close of Month:	854,057,133.33
26 Coins	8500.00
27 Money Orders, etc	8500.00
28 Total Short (Add)	8500.00
29 Cash Short (Add)	8500.00
30 Total (Add)	8500.00
31 Profit	8500.00
32 Total	8500.00

**RECONCILEMENT WITH DEPOSITORIES**

34 Balance in all Depositories per Daily Balance Record  
 35 Outstanding Warrant Checks (Detail by  
 36 Balance in all Depositories per Bank Statements  
 37 Profit (Detail on Reverse Side) on Reverse Side  
 38 Total (Must Agree with Line 28 Above)

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:  
 (a) Receipts Deposited in Depositories Monthly  
 (b) Receipts Deposited in Depositories Daily  
 (c) Total (Must Agree with Line 28 Above)

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

**ACCOUNTS PAYABLE VOUCHER REGISTER**

WARRICK COUNTY, INDIANA  
 Governmental Unit  
 Friday, September 11, 2020

Filed	Department	Name of Claimant	Amount of Voucher	Amount Allowed	Warrant#	Certified
	1000-0001	CLERK	\$ 19,358.12			
	1000-0002	AUDITOR	\$ 18,023.08			
	1000-0003	RECORDER	\$ 6,285.45			
	1000-0004	SHERIFF	\$ 102,360.74			
	1000-0006	SURVEYOR	\$ 3,766.16			
	1000-0007	CORONER	\$ 3,827.26			
	1000-0008	ASSESSOR	\$ 12,457.29			
	1000-0009	ENGINEERING ATTORNEY	\$ 19,184.18			
	1000-0010	ENGINEERING OFFICE	\$ 2,925.88			
	1000-0012	VETERAN'S AFFAIRS	\$ 4,743.63			
	1000-0061	COUNTY COUNCIL	\$ 11,378.06			
	1000-0068	COMMISSIONERS	\$ 7,128.19			
	1000-0079	AREA PLAN COMMISSION	\$ 6,097.12			
	1000-0162	COURT HOUSE	\$ 14,472.24			
	1000-0201	COURT CLERK #1	\$ 12,876.83			
	1000-0202	SUPERIOR COURT #2	\$ 3,776.40			
	1000-0232	CIRCUIT COURT	\$ 21,231.37			
	1000-0232	CIRCUIT COURT-CASA	\$ 33,751.14			
	1000-0302	EMERGENCY MANAGEMENT	\$ 1,919.17			
	1000-0302	CENTRAL DISPATCH	\$ 4,938.71			
	1000-0360	JAIL D. SUPPORT	\$ 5,155.01			
	1000-0360	ECONOMIC DEVELOPMENT	\$ 2,713.89			
	1112-0060	COMMUNITY CORRECTIONS	\$ 15,845.94			
	1122	CUM BRIDGE	\$ 24,313.10			
	1135	CUMULATIVE DRAIN	\$ 1,517.04			
	1159	HEALTH DEPT.	\$ 11,903.22			
	1168	HIGHWAY HEALTH MAIN	\$ 19,220.50			
	1172	MISDEMEANT	\$ 4,735.48			
	1178-0530	HIGHWAY DEPT.	\$ 1,951.76			
	1178-0531	PLAT	\$ 10,813.04			
	1178-0533	RECORDER PERPETUATION	\$ 1,203.00			
	1178-9604	STORMWATER MANAGEMENT	\$ 13,184.31			
	1197	GAL-CIRCUIT COURT	\$ 5,485.76			
	1211	ELECTION	\$ 6,011.85			
	1215	PARKS DEPT.	\$ 180.81			
	1219	PROPERTY REASSESSMENT	\$ 1,884.08			
	1224	PROPERTY REASSESSMENT	\$ 4,312.85			
	2000	CRUISE CONTROL PROBATION	\$ 3,975.42			
	2600	PRETRIAL DIVERSION	\$ 3,166.04			
	2601	COMMUNITY CORRECTIONS	\$ 2,398.15			
	4801	BUILDING COMMISSION	\$ 4,322.76			
	4908	DD/DC PROG INCOME	\$ 1,344.42			
	4921	VOCA				
	8075	COM COUR PROSECUTING ATT				
	8096	COM COUR DRUG COURT				
	9141	CASA				
	9210	ADULT COMM BASED SUP - DC				

Notes: (1) Use both sides of form if needed. Signatures of providing a void should appear only on the final page of each voucher. (2) Vouchers should be prepared in accordance with the applicable meeting of governing board, or for other pertinent information.

Total \$ 490,726.21

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. Friday, September 11, 2020 Dabbie 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 \$ 490,726.21

Debi Saylor, County Commissioner  
Robert Johnson, County Commissioner  
Tery ... County Commissioner

AS AP

Warrick County Claims for Payment  
Commissioner's Meeting - 09/14/2020

Table with columns: Reference Dates, Vendor Name, Amount, and Check Number. Lists various vendors and their payment amounts.

Table with columns: Reference Dates, Vendor Name, Amount, and Check Number. Continuation of the vendor payment list.





W1100000  
W1100000  
W1100000  
W1100000  
W1100000  
W1100000  
W1100000  
W1100000

Line 1  
Line 2  
Line 3  
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Line 39  
Line 40

Line 41  
Line 42  
Line 43  
Line 44  
Line 45  
Line 46  
Line 47  
Line 48  
Line 49  
Line 50

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with governing board's authority. My name appears on the vouchers listed on this page. A check is being prepared for the total amount of \$3,353,073.50 dated this 14th day of September, 2020. Debbie Stevens, Auditor of Warrick County

*[Handwritten Signature]*  
Debbie Stevens, Auditor

Terry W. Manning  
Terry W. Manning

Warrick County Claims for Payment - Non-Certified  
Commissioner's Meeting - 09/14/2020

Quill Corporation (Health Dept) \$ 12.99 Coffee  
Franz, Aaron (Health Dept) \$ 45.20 County policy does not allow for this reimburse  
Manning, Kathy (Health Dept) \$ 53.22 County policy does not allow for this reimburse  
ERS Wireless (Commissioners) \$ 6,357.21 List of equipment was NOT provided. *Received Equip to meet 1st Meeting*  
5 Star Security Systems (Commissioners) \$ 33,460.00 No contract on file.  
Total: \$ 39,928.62

Dan S. Manning, President  
*[Signature]*  
Bob Johnson, Vice President  
*[Signature]*  
Terry Phillip, Member  
*[Signature]*  
Debbie Stevens, Auditor  
*[Signature]*

FILED  
SEP 21 2020  
*[Signature]*

PRIORITY ONE FIRE & SECURITY, LLC

CONTRACT SERVICES AND PRICING

(Amended - August, 2020)

I. ON SITE SERVICES

SITE NO. 1 - OLD COURTHOUSE-107 WEST LOCUST STREET, BOONVILLE, IN:

Annual Inspection of Fire Extinguishers: \$ 2.50 per extinguisher  
Annual Inspection & Testing of Emergency Lights & Exit Signs: \$ N/A  
Annual Inspection of Emergency Lights and Exit Signs work off a backup generator.

SITE NO. 2 - JUDICIAL CENTER-ONE COUNTY SQUARE, BOONVILLE, IN:

Annual Inspection of fire extinguishers: \$ 2.50 per extinguisher  
Annual inspection and test of fire sprinkler systems: \$ 135.00 per year  
Annual inspection of emergency lights & exit signs: \$ N/A  
Annual inspection of backup generator: \$ 95.00 per Test  
Annual Backflow Testing & Inspection (NEW) Annual Test & Inspection One Dry Fire Sprinkler System \$ 160.00 per Test  
Annual Inspection & Partial Flow Trip Test (NEW) Annual Inspection & Partial Flow Trip Test \$ 130.00 per Test

SITE NO. 3 - WARRICK COUNTY JAIL COMPLEX-100 STATE ROAD 62 WEST, BOONVILLE, IN:

Annual inspection of fire extinguishers: \$ 2.50 per extinguisher  
Annual inspection and test of fire sprinkler system: \$ 135.00 per year  
Annual fire-pump certification test: \$ 360.00 per year  
Semi-annual inspection & test of kitchen suppression system: \$ 225.00 per test  
Annual inspection & test of suppression sys.- Plus Fusible Lines \$ 225.00 per Year  
Annual inspection of Emergency Lights and Exit Signs: \$ N/A  
Annual inspection of backup generator: \$ 850.00 per Test

SITE NO. 4 - WARRICK COUNTY COURT SERVICES-166 WEST STATE ROAD 62 WEST BOONVILLE, IN.

Annual inspection of fire extinguishers: \$ 2.50 per extinguisher  
 Annual inspection and test of Emergency Lights and Exit Signs: \$ 55.00 per year

SITE NO. 5 - WARRICK COUNTY HIGHWAY DEPARTMENT-555 ROTH ROAD, BOONVILLE, IN

Annual inspection of fire extinguishers: \$ 2.50 per extinguisher  
 Annual inspection and test of Emergency Lights & Exit Signs: \$ 55.00 per year

SITE NO. 6 - WARRICK COUNTY STORMWATER - 633 ROTH ROAD, BOONVILLE, IN

Annual inspection of fire extinguishers: \$ 2.50 per extinguisher  
 Annual inspection and test of Emergency Lights & Exit Signs: \$ 55.00 per year

SITE NO. 7 - WARRICK COUNTY ANIMAL CONTROL FACILITY - 655 ROTH ROAD, BOONVILLE, IN

Annual inspection of fire extinguishers: \$ 2.50 per extinguisher  
 Annual inspection and test of Emergency Lights & Exit Signs: \$ 55.00 per year

Note: Currently, all Smoke Detector and Fire Alarm inspection, testing and monitoring is being handled by Five (5) Star Security.

**II. MISCELLANEOUS FEES AND CHARGES**

The following rates are for maintenance, alterations, repairs, or miscellaneous replacement work:

- A. Labor Rates:  
 Regular Time: \$ 90.00 per hour  
 Overtime: \$ 135.00 per hour  
 Sunday and Holiday: \$ 180.00 per hour  
 Service Truck Trip Charges: \$ 10.00 per trip (trips made to facilities other than inspections)

Do you provide an opportunity for your customers to request service calls 24/7? If not, what are your available service call hours? YES

B. Additional services pricing:

- > Recharge: \$ N/A each
- > Hydrostatic Test (recharge included): \$ 13.00 each
- > Valve Stem (often used with Recharge, 6 Year, Hydro): \$ 10.00 each
- > Pull Pin (often used with Recharge, 6 Year, Hydro): \$ 1.00 each

**III. EXTINGUISHER MAINTENANCE**

	RECHARGE	6 YEAR	HYDRO-12 YEAR	DE-IONIZE
-2.5 lb ABC	\$ 10.00	13.00	13.00	N/A
-10 lb ABC	\$ 22.00	13.00	13.00	
-20 lb ABC	\$ 36.00	15.75	15.75	
-Halotron	\$ 15.75	25.00	13.00	
-CO2 5 lb	\$ 16.50	N/A	15.75	
-CO2 10 lb	\$ 18.50	N/A	15.75	
-CO2 15 lb	\$ 20.50	N/A	12.75	
-CO2 20 lb	\$ 22.50	N/A	23.00	
-SCBA Bottles	\$ 15.00	N/A		
-Cascade Air Bottles	\$ 75.00	N/A	13.00	
-K Class	\$ 6.00	N/A	13.00	
-Water 2.5 gallon	\$ 31.00	N/A	13.00	
-Foam	\$ 175.00	N/A	25.00	
-Wheeled Units	\$ 250.00	N/A	25.00	
-Purple K Wheeled	\$ 250.00	N/A	25.00	

**IV. NEW EXTINGUISHER PRICES**

ABC	\$ 40.00
2.5 lb.	\$ 55.00
5.0 lb.	\$ 75.00
10.0 lb.	\$ 150.00
20 lb.	\$ 195.00
K-Class	\$ 150.00
Halotron: 2.5lb.	\$ 20.00
Halotron: 5.0 lb.	\$ 30.00
Halotron: 10 lb.	\$ 40.00
Water: 2.5 gal.	\$ 180.00
Foam: 2.5 gal.	\$ 145.00

**CO2**

5.0 lb.	\$ 225.00
10.0 lb.	\$ 310.00
20.0 lb.	\$ 420.00

Valve Stem  
 Gauges  
 Cylinders  
 Handles  
 Springs  
 Pull Pins  
 Hose  
 Labels, Nozzle  
 Aluminum Nozzle  
 Hose Strap W/Clamp

\$ 10.00
\$ 7.25
\$ 3.00
\$ 3.00
\$ 5.00
\$ 1.00
\$ 10.00
\$ 2.00
\$ 6.00

**V. EXTINGUISHER PARTS**

Vinyl Adhesive Signs  
 Rail Mount Brackets  
 Exhaust Mounts  
 Hazmat Labels  
 DOT Labels  
 Weather Labels  
 CO2 Cartridge (17# Ext.)  
 Tag Cover  
 Rims  
 Rims Only Punch  
 SW Vehicle Bracket  
 10# Vehicle Bracket  
 SW HID Vehicle  
 10# HID Vehicle Bracket  
 20# HID Vehicle Bracket

\$ 2.00
\$ 2.00
\$ 2.00
\$ No Charge
\$ No Charge
\$ 2.00 CE/Instle Outdoor Tag
\$ 32.00
\$ No Charge
\$ No Charge
\$ 14.00
\$ 14.00
\$ 18.00
\$ 38.00
\$ 45.00
\$ 60.00

**VI. MISCELLANEOUS SUPPLIES AND PARTS**





**Joe Grassman**

To: Dave Gander, Jim Meinert-Heldorn, Const (tmeinert@spedex.net), willburn munsterman, Roger E. Warrick, J.E. Shekell, Inc.  
Cc: Andrew Skinner, Brett Kruse (bkruse@warrickcountysheriff.com), WARRICK COUNTY JUDICIAL CENTER RESTROOM FIXTURE "TOUCHLESS" UPDATE PROJECT

**Subject:**

Mr. Gander,  
As they regularly scheduled public meeting on Monday 9/14/2020 and pursuant to Indiana Code IC 36-1-12-5, the Warrick County Board of Commissioners has awarded the Judicial Center Restroom fixture update project to your company, J. E. Shekell, Inc., providing the low quote of \$26,350.00.

You can consider this your "Notice to Proceed" contingent upon your submittal of a compliant Certificate of Insurance (see Sample COI included in the invitation to Quote).  
Please let me know when you intend to start the project so I can coordinate the scheduling with the County Administrator and the Judicial Center Security Personnel.

Congratulations on the award and thanks to all the vendors who participated in the purchasing process.

Joe Grassman  
County Administrator  
Warrick County

424 West Tennessee Street • Evansville, Indiana 47710



September 14, 2020  
Warrick County Judicial Center  
One County Square  
Boonville, Indiana 47601

Att: Joe Grassman

Re: Restroom Fixture Reno  
Plumbing Quotation  
Proposal Number 210-1631

We propose to furnish labor, material and equipment to complete the following:

**Includes:**

- 1. Demo existing fixture and dispose of them.
- 2. Fixture totals:
  - a. 34 - Water Closet and 9 - Urinals, Provide and install flush valve conversion kits (Optima Plus - SFSM EBY -A)
  - b. 34 - Lavatory Sinks, Provide and install Aquasense battery powered faucet - No. Z6913-XL and Lav Guard.

The above for the sum of: **Twenty Six Thousand Three Hundred Fifty** ----- Dollars \$26,350.00

**Exclusions:** Grab bars and ADA accessories, Painting, Mirrors, Partitions, Paper towel holder, Toilet paper holders, Overtime Hours, Porcelain fixtures.

REFRIGERATION \* AIR CONDITIONING \* HEATING \* ELECTRICAL \* PLUMBING  
(Lic. No. P.C. 88000111)

424 West Tennessee Street • Evansville, Indiana 47710

Evansville: 812-425-9131 • Fax: 812-425-1440 • Toll Free 800-475-4215

**Confidentiality Notice:**  
*This proposal, its design intent, all information contained herein, and attached is the sole property of J.E. Shekell Inc. It is confidential and is given to you for a limited purpose and must be returned upon request. Neither this proposal, or any prepared drawings, sketches nor any part of it nor any information concerning it may be copied, exhibited, furnished to others, or otherwise disclosed, fabricated, or assembled from this proposal without the express written consent of J.E. Shekell Inc. Receiving, keeping, and/or accepting this proposal constitutes agreeing to its terms.*

This proposal is based on a normal five-day workweek. Work to be performed on Saturdays, Sundays, holidays or on an overtime basis will be for an additional charge.  
This work is warranted for one-year on labor and manufacturer's applicable warranty on material provided by J.E. Shekell, Inc. This warranty is valid only through J.E. Shekell, Inc.

This proposal is valid for thirty (30) days.  
To avoid finance charges, "payment in full terms" will be net received thirty (30) days after date of invoice. All accounts unpaid after thirty (30) days will be billed at the rate of 1.5% per month, 18% per annum, on the unpaid balance, with cost of collection including attorney necessary attorney fees and such other costs as may be allowed by law in the event of default of the terms of payment.

If a formal contract is required, its conditions will include this proposal.

Authorized Signature *David Gander*  
David Gander  
Plumbing & Piping Project Manager  
DD 812-492-8733

**Acceptance of Proposal:**

The above prices, specifications, payment terms and conditions are satisfactory and are hereby accepted. J.E. Shekell, Inc. is authorized to complete work as proposed.

Date of Acceptance \_\_\_\_\_  
Authorized Signature \_\_\_\_\_