

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 25, 2023
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President; and Robert Johnson, Vice President present in person. Dan Saylor, Member, was present and visible via Google Meet.

Attorney Andrew Skinner and Administrator Heather Soberg were in attendance.

Auditor Michael Dietsch, Chief Deputy Barbi Shelton, and Recording Secretary Kristine Georges attended and recorded the minutes.

Commissioner Meetings can be viewed via YouTube: Warrick County Meetings

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

All actions on motions throughout the meeting were made by a roll call vote.

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
STREET ACCEPTANCE
ESSEX AT BERKSHIRE PUD PHASE 1
BERKSHIRE PHASE 5**

APC Director Molly Barnhill presented two items on the agenda for APC. Both were street acceptances.

- **Essex at Berkshire PUD Phase 1** by Ukon, Inc., Danny Ubelhor, Managing Member. Ashdon Drive, 1100.9 lineal feet; Jackson Drive, 85.0 lineal feet; Chelmsford Drive, 85.0 lineal feet; Alaina Drive, 120.0 lineal feet. They're holding a Letter of Credit in the amount of \$54,574.30. They have had 2 years. The Letter of Credit expires November 8, 2023
- **Berkshire Phase 5** by Maken Corporation, Danny Ubelhor, Managing Member. Brompton Drive, 592.3 lineal feet; Abbe Wood Drive 148.8, lineal feet; and Camden Drive 792.8 lineal feet. They're holding a Letter of Credit in the amount of \$49,392.20. They have had three years. The Letter of Credit expires October 27, 2023.

She stated that both needed to be tabled at this point to the next regular scheduled meeting. They had filed, but there were some things that still needed done before they could be accepted. Commissioner Bob Johnson made the motion to table both items. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**ACTION AGENDA
APPROVAL OF MINUTES
SEPTEMBER 11, 2023**

Minutes for the September 11, 2023 Regular Session meeting were presented to the Commissioners for approval. Commissioner Bob Johnson made the motion to approve the minutes. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

CONSENT AGENDA

County Administrator Heather Soberg presented the following items on the Consent Agenda for approval:

- County Auditor Claims Voucher - Report Date 09/20/2023 in the amount of \$967,065.48.
- Payroll Voucher 09/22/23 in the amount of \$604,708.60.
- Treasurer's Report - August 2023
- Weights and Measures Monthly Report August 16 - September 15, 2023
- Patriot Engineering Phase I Site Assessment Proposal
- Patriot Engineering Phase II Site Assessment Proposal
- Patriot Engineering Geotechnical Engineering Proposal
- Morley Land Survey Services Agreement
- ERA Pumpkin Giveaway Event Temporary Road Closure

Administrator Soberg had a late addition to the consent agenda.

- Pace Field Services - radon testing

There was no discussion. Commissioner Bob Johnson made the motion to approve all items on the Consent Agenda.

Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Claims are located on Pages 5 through 8 of these Official Minutes)

(Payroll is located on Page 8 of these Official Minutes)

(Treasurer's Report is located on Page 9 of these Official Minutes)

(Weights & Measures Report is located on File in the Commissioner's Office)

(Patriot Engineering Proposals are located on File in the Auditor's Office)

(Morley Land Survey is located on Pages 10 through 11 of these Official Minutes)

(PACE Radon Testing is located on Page 12 of these Official Minutes)

COUNTY ATTORNEY MUNICIPAL REPRECINCTING

Attorney Skinner presented the Municipal Reprecincting for the Towns of Newburgh and Chandler and City of Boonville. The County did their redistricting in December 2022 which was the County deadline. For the Newburgh, Chandler, and Boonville, their deadline was 2023. These were done based on the new 2020 Censes numbers. They have now done their reprecincting to balance them out based on population and have sent them to the County. Together with WTH, the County lines were redrawn to more cleanly match up to the new district lines that were created by the towns and city.

Attorney Skinner provided maps with previous layout and also the new changes. The main purpose of this is so precincts aren't split by districts. He went over some of the changes. There were no questions by the Commissioners.

Assuming that the new lines are approved, Attorney Skinner stated that they will now create the IE-8's which will be provided to the Indiana Election Division. They will review those and publish in the paper by the end of December 2023 to make sure there are no public objections. If not, the new lines will go into effect in January 2024.

Commissioner Johnson asked if this needed to be approved today. Attorney Skinner stated that the changes were due to the State by Wednesday. There was a brief discussion on the changes. Commissioner Bob Johnson approved the municipal reprecincting. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

ENCROACHMENT AND NON-SUBORDINATION AGREEMENT WITH TOWN OF NEWBURGH – ANDERSON/VANN ROUNDABOUT PROJECT

Attorney Skinner presented an Encroachment and Non-Subordination Agreement with the Town of Newburgh involving the Anderson/Vann Road Roundabout. There is a sewer easement that part of this project will be encroaching on. This agreement is very similar to previous agreements such as Bell Road. The dollar amounts, dates, roads, and type of lines that run through that area are included. He also noted that County Engineer Bobby Howard wanted to make sure that in the future if the Town of Newburgh needs to do any work in their easement, that they put the roadway back to its previous condition. It was added to the agreement. He also went over some of the exhibits. The agreement has been reviewed by Attorney Skinner and County Engineer Bobby Howard. Attorney Skinner said there wasn't a large rush, but it was ready for approval.

Mr. Howard stated that he had reviewed and recommended approval. Commissioner Bob Johnson made a motion to approve the agreement. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Encroachment & Non-Subordination Agreement is located on File in the Auditor's Office)

RESOLUTION SUPPORTING THE HIGHLAND-PIGEON WATERSHED DEVELOPMENT RESOLUTION 2023-05

Attorney Skinner stated that this Resolution is to support Vanderburgh County's appropriation of funds to research and explore the formation of a Watershed Development Commission for the Highland-Pigeon Watershed. The project is a joint effort between Vanderburgh, Warrick, and Gibson County dealing with Pigeon Creek and its flood management. Attorney Skinner stated that there was a new statute that was passed that allows for a commission to formed between counties where 90% of the watershed runs through the counties. Vanderburgh has expressed interest in forming this commission and have asked their Council for an appropriation of \$62,500.00 to do a study of how that watershed commission would form and act and what powers it would have. They are asking for the support of Warrick and Gibson County. This resolution supports that study to be done and also states that Warrick County supports the formation of the watershed commission. However, Warrick County reserves the right to determine how its level of participation would be based on further review of the County and its constituents.

Commissioner Phillippe felt that they definitely wanted to support this for Vanderburgh County because, in Vanderburgh, Pigeon Creek is not a legal drain. When it clogs, it backs up onto Warrick County. So, they are absolutely in favor of them finding a new way to take care of the problems. This is the reason for the resolution. They do however want to explore it a little further before Warrick County enters into the commission.

Commissioner Saylor agreed and felt this was the only way to fix their issues and the Commissioners would like to support that. The commission can always be joined at a later date.

Commissioner Phillippe stated, that in Warrick County, Pigeon Creek is a legal drain and they have a way to handle some of their issues. Commissioner Bob Johnson made the motion to approve Resolution 2023-05. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Resolution 2023-05 is located on Pages 9 through 10 of these Official Minutes)

AGREEMENT FOR OWNER'S REPRESENTATIVE AND PROFESSIONAL SERVICES SECURITY CENTER PROJECT

Attorney Skinner presented an agreement for Owner's Representative and Professional Services that will help oversee the project for the Security Center. This is an agreement that was provided by Dave Rector, Bill Nix, and Byron Sanders who would act as owners/representatives for this project. Their proposed contract was presented to the Commissioners as well as their scope of services. There are some minor amendments that have been discussed with them and they're working through. Attorney Skinner said it was a contract to retain their professional services. It would need to be approved contingent on Counsel amendment of the agreement.

Commissioner Phillippe stated for the record that the name of the business was Project Partnerships, LLC. He also said that they had a few meetings with them and honed it down a little bit. Commissioner Bob Johnson made the motion to approve the agreement subject to Counsel amendments and review. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Project Partnerships, LLC Agreement is located on File in the Auditor's Office)

INDOT INTERLOCAL COOPERATIVE AGREEMENT TRAFFIC SIGNAL AT STATE ROAD 66 AND GRIMM ROAD

Attorney Skinner presented one last item, Interlocal Amendment 1, to the Interlocal Cooperative Agreement between the State of Indiana and Warrick County regarding the installation of a traffic signal at State Road 66 and Grimm Road. This amendment would extend that agreement for a period of five years with an option of an additional five-year extension based on further review.

Commissioner Phillippe asked what the original term was. Attorney Skinner stated that it was five years. Commissioner Saylor thought that it expired in January or something to that nature. They just want an extension. Commissioner Bob Johnson made the motion to extend the agreement. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(INDOT Interlocal Amendment is located on File in the Auditor's Office)

COUNTY ENGINEER/HIGHWAY

County Engineer/Highway Superintendent Bobby Howard stated that he had nothing to present.

GRANTS DEVELOPMENT DIRECTOR REQUEST FOR ADDITIONAL COMPETITIVE ARPA FUNDING BOONVILLE COUNTRY CLUB

Grants Development Director Debbie Bennett-Stearnsman presented a request from Boonville Country Club for ARPA Competitive Funding. They are requesting an additional \$23,000.00. This includes \$250.00 to install a metal ceiling in the cart barn in order to keep the birds from nesting and coming in there. The quote was submitted by Ron Bacon for the Country Club. The original sum was \$47,949.00 for renovation of a cart barn for cleaning, sanitation, and storing the golf carts. So, they are asking for an additional \$23,250.00.

Commissioner Phillippe went down the current timeline of ARPA funding and his concerns and being cautious going forward. Ms. Bennett-Stearnsman stated there was approximately \$193,000.00 left in the competitive funding. This would be a competitive project.

Commissioner Johnson suggested tabling it to the first meeting in January of 2024. Commissioner Saylor seconded the motion. The motion carried 3-0.

NEWBURGH RIVER TOWN TRAIL WALKING TRAIL BRIDGE REPAIR

Ms. Bennett-Stearnsman then presented the request from the Newburgh River Town Trail. This project was approved by the Commissioners in 2022 for \$175,000.00. It included rehabilitation of an existing shared use path on a steal bridge with a wooden deck. Work includes removing and replacing the existing wooden decking and fasteners, cleaning the steal and prep for painting, hand rail replacement and various other things associated with the rehabilitation. This bridge is used for various reasons regularly including photographs. They are asking for an additional \$40,790.00.

Commissioner Saylor asked what the money was for since he thought the work on the bridge had been completed. She stated it was to add to the \$175,000.00 that had already been given. She also stated that it was to award the contract that she had given the Commissioners to review for Deig Brothers. Ms. Bennett-Stearnsman said that she had also already received an invoice for it, so the work is proceeding.

Both Commissioner Phillippe and Commissioner Saylor thought the project had been completed. They would like to get a little more information on where they are with the project. Ms. Bennett-Stearnsman went over some of the history as far as the Commissioners were concerned. She also said that Newburgh River Town Trail had contributed \$25,000.00 to the project.

Commissioner Saylor stated that he received a message about the project and the ask is because the bids came in over the original asking price. This is needed to cover the entire project.

Commissioner Phillippe asked Economic Development Director Steve Roelle about the project. Mr. Roelle thought at least a portion of the work had been done, but other than that, he didn't have any information.

Commissioner Dan Saylor said that a lot of people in and outside of Newburgh that use that bridge, so he is very apt to support this. He is just unsure where they are in the project. Commissioner Phillippe agreed on the support, but he would also like to know where they are at in the project. Commissioner Dan Saylor made the motion to table to the next meeting to be able to get more information. Commissioner Bob Johnson seconded the motion. The motion carried 3-0. Ms. Bennett-Stearnsman will bring her findings to the next meeting.

COUNTY ARPA FUNDING FRIEDMAN PARK SECURITY SECURITY CAMERAS

Ms. Bennett-Stearnsman presented a request for Friedman Park for security cameras. Commissioners had approved a project of \$18,000.00 in July of 2022. At that time, the final equipment and proposals were not in hand. Joe Schitter with Friedman Park, met with ERS Wireless to pinpoint exact locations and equipment required to do the security. Mr. Schitter believes the chosen locations will get the Park the coverage it needs. Before the Commissioners was a proposal from ERS for \$52,620.95 with annual monitoring of \$2,080.00. Friedman Park will pay the annual monitoring service from its annual budget. Funds already committed are \$18,000.00 in ARPA plus \$7,500.00 from the Parks Foundation for a total of \$25,800.00. That leave a deficit of \$25,040.95 which Friedman Park is seeking from the County ARPA in addition to the \$18,000.00. Current County ARPA funding stands at about \$1,200,000.00 unobligated.

Commissioner Phillippe stated that he had talked with ERS regarding the proposal. It is from June and they're going to update it. There will be a repurposing of an NVR that is at Courthouse and they will move the licensing and cameras over to the Judicial Center Server. That will make the dollar amount less. He wasn't sure to what extent. But, it allows for the removal and revision of the NVR which is the most expensive piece of equipment. If they do approve it, they need to approve pending revision. Commissioner Bob Johnson made the motion to approve the request pending revision. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

SCALES LAKE PARK PLAYGROUND INSTALLATION

Ms. Bennett-Stearnsman presented one more request that was not listed on the agenda. She wished to add it because of the time sensitive matter. It is for Scales Lake Park which is currently putting in a playground by the beach. They're needing additional County ARPA funding. Ben Labhart, with the Parks Department, met with the contractor and received over the weekend a quote of \$6,427.00 for the playground. She referred to the pictures that had been given to the Commissioners. It showed dead space on the playground from removal of a light pole that wasn't originally going to be moved. With removal from CenterPoint, now it can be filled in with turf. She stated it was about 325 square feet. The quote is to add turf to the dead space for \$5,612.00 and excavation of the space for about \$815.00 and doesn't include the removal of spoils. This makes the total of \$6,427.00. They will have to fence around the existing pole or put rocks around it to keep people from it. It will be finished up this week and Mr. Labhart would like to accept the change order, but they need the funding to do it.

Commissioner Phillippe stated that he went to look at the project. The contractor was on site and he did speak with him. While initially Commissioner Phillippe didn't think this was necessary, if it's not turfed, it will be a maintenance issue. So, he would rather spend the money now and spend zero time maintaining it in the future.

Commissioner Saylor stated that Mr. Labhart had contacted him about it and said he had gotten CenterPoint to come get the second pole out. It just makes sense to turf the area. While Commissioner Saylor said it's expensive, it gives more area to play and utilize.

Commissioner Phillippe said if it was not poured in place, it could remain as a mulched area with a picnic table or something like that. It is big enough to sit and watch kids. The one electric pole with the transformer still remains with the light on it and it will be fenced. He wasn't sure how much of the area around it would be fenced.

There was then a brief discussion on the fencing and what is there now. They also briefly discussed settling where the pole had been removed. It was then decided to approve the additional funds with Commissioner Dan Saylor making the motion to approve and Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor asked Attorney Skinner if a copy of the Resolution for Pigeon Creek Watershed Project would be sent to Commissioner Musgrave in Vanderburgh County. Attorney Skinner said that once all the Commissioners signed the Resolution, Ms. Soberg could scan a copy to him and they would get that to Commissioner Musgrave or their attorney.

ADJOURNMENT

The next Warrick County Commissioners' meeting will be held on Monday, October 9, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0. Meeting adjourned at 4:38 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILLIPPE, PRESIDENT

[Handwritten signature of Terry Phillippe]

ROBERT JOHNSON, JR., VICE PRESIDENT

[Handwritten signature of Robert Johnson, Jr.]

DAN SAYLOR, MEMBER

ATTEST:

[Handwritten signature of Michael J. Dietsch]

MICHAEL J. DIETSCH, AUDITOR
WARRICK COUNTY, INDIANA

Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary

Table with columns: Effective Date, Payor Name, Fund Desc, Acct, Amount, Lst Date, Lst Dept, Amount, Clk#

1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting
------------	---	------------	---	------------	---	------------	---	------------	---	------------	---	------------	---	------------	---

1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting
------------	---	------------	---	------------	---	------------	---	------------	---	------------	---	------------	---	------------	---

I hereby certify that each of the above listed vouchers and the amounts of the bills attaching thereto, are true and correct and have been audited with the vouchers and bills attached thereto, and that the total amount of such bills is \$1,234,567.89.

(Signature)
 County Clerk, Warrick County, Indiana

Account Number	Account Name	Account Type	Account Description	Account Balance	Account Status
1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting	1420000000	Warrick County Board of Commissioners Meeting

(Signature)
 County Clerk, Warrick County, Indiana

Prescribed by the State Board of Accounts
COUNTY TREASURER'S MONTHLY REPORT
Required by IC 36-2-10-16 and IC 5-1-13

Month ending August 31, 2023

CHARGES:

1	1000	Advance Collections (Not Reported to Ledger or Refunded)	51,032.70
2	1000	Advance Collections of Taxes	1,000.00
3	1000	Auto Rental Expense	1,000.00
4	1000	Auto Rental Expense Tax	1,000.00
5	1000	Auto Rental Expense Tax	1,000.00
6	1000	Auto Rental Expense Tax	1,000.00
7	1000	Auto Rental Expense Tax	1,000.00
8	1000	Auto Rental Expense Tax	1,000.00
9	1000	Auto Rental Expense Tax	1,000.00
10	1000	Auto Rental Expense Tax	1,000.00
11	1000	Auto Rental Expense Tax	1,000.00
12	1000	Auto Rental Expense Tax	1,000.00
13	1000	Auto Rental Expense Tax	1,000.00
14	1000	Auto Rental Expense Tax	1,000.00
15	1000	Auto Rental Expense Tax	1,000.00
16	1000	Auto Rental Expense Tax	1,000.00
17	1000	Auto Rental Expense Tax	1,000.00
18	1000	Auto Rental Expense Tax	1,000.00
19	1000	Auto Rental Expense Tax	1,000.00
20	1000	Auto Rental Expense Tax	1,000.00
21	1000	Auto Rental Expense Tax	1,000.00
22	1000	Auto Rental Expense Tax	1,000.00
23	1000	Auto Rental Expense Tax	1,000.00
24	1000	Auto Rental Expense Tax	1,000.00
25	1000	Auto Rental Expense Tax	1,000.00
26	1000	Auto Rental Expense Tax	1,000.00
27	1000	Auto Rental Expense Tax	1,000.00
28	1000	Auto Rental Expense Tax	1,000.00
29	1000	Auto Rental Expense Tax	1,000.00
30	1000	Auto Rental Expense Tax	1,000.00
31	1000	Auto Rental Expense Tax	1,000.00
32	1000	Auto Rental Expense Tax	1,000.00
33	1000	Auto Rental Expense Tax	1,000.00
34	1000	Auto Rental Expense Tax	1,000.00
35	1000	Auto Rental Expense Tax	1,000.00
36	1000	Auto Rental Expense Tax	1,000.00
37	1000	Auto Rental Expense Tax	1,000.00
38	1000	Auto Rental Expense Tax	1,000.00
39	1000	Auto Rental Expense Tax	1,000.00
40	1000	Auto Rental Expense Tax	1,000.00
41	1000	Auto Rental Expense Tax	1,000.00
42	1000	Auto Rental Expense Tax	1,000.00
43	1000	Auto Rental Expense Tax	1,000.00
44	1000	Auto Rental Expense Tax	1,000.00
45	1000	Auto Rental Expense Tax	1,000.00
46	1000	Auto Rental Expense Tax	1,000.00
47	1000	Auto Rental Expense Tax	1,000.00
48	1000	Auto Rental Expense Tax	1,000.00
49	1000	Auto Rental Expense Tax	1,000.00
50	1000	Auto Rental Expense Tax	1,000.00
51	1000	Auto Rental Expense Tax	1,000.00
52	1000	Auto Rental Expense Tax	1,000.00
53	1000	Auto Rental Expense Tax	1,000.00
54	1000	Auto Rental Expense Tax	1,000.00
55	1000	Auto Rental Expense Tax	1,000.00
56	1000	Auto Rental Expense Tax	1,000.00
57	1000	Auto Rental Expense Tax	1,000.00
58	1000	Auto Rental Expense Tax	1,000.00
59	1000	Auto Rental Expense Tax	1,000.00
60	1000	Auto Rental Expense Tax	1,000.00
61	1000	Auto Rental Expense Tax	1,000.00
62	1000	Auto Rental Expense Tax	1,000.00
63	1000	Auto Rental Expense Tax	1,000.00
64	1000	Auto Rental Expense Tax	1,000.00
65	1000	Auto Rental Expense Tax	1,000.00
66	1000	Auto Rental Expense Tax	1,000.00
67	1000	Auto Rental Expense Tax	1,000.00
68	1000	Auto Rental Expense Tax	1,000.00
69	1000	Auto Rental Expense Tax	1,000.00
70	1000	Auto Rental Expense Tax	1,000.00
71	1000	Auto Rental Expense Tax	1,000.00
72	1000	Auto Rental Expense Tax	1,000.00
73	1000	Auto Rental Expense Tax	1,000.00
74	1000	Auto Rental Expense Tax	1,000.00
75	1000	Auto Rental Expense Tax	1,000.00
76	1000	Auto Rental Expense Tax	1,000.00
77	1000	Auto Rental Expense Tax	1,000.00
78	1000	Auto Rental Expense Tax	1,000.00
79	1000	Auto Rental Expense Tax	1,000.00
80	1000	Auto Rental Expense Tax	1,000.00
81	1000	Auto Rental Expense Tax	1,000.00
82	1000	Auto Rental Expense Tax	1,000.00
83	1000	Auto Rental Expense Tax	1,000.00
84	1000	Auto Rental Expense Tax	1,000.00
85	1000	Auto Rental Expense Tax	1,000.00
86	1000	Auto Rental Expense Tax	1,000.00
87	1000	Auto Rental Expense Tax	1,000.00
88	1000	Auto Rental Expense Tax	1,000.00
89	1000	Auto Rental Expense Tax	1,000.00
90	1000	Auto Rental Expense Tax	1,000.00
91	1000	Auto Rental Expense Tax	1,000.00
92	1000	Auto Rental Expense Tax	1,000.00
93	1000	Auto Rental Expense Tax	1,000.00
94	1000	Auto Rental Expense Tax	1,000.00
95	1000	Auto Rental Expense Tax	1,000.00
96	1000	Auto Rental Expense Tax	1,000.00
97	1000	Auto Rental Expense Tax	1,000.00
98	1000	Auto Rental Expense Tax	1,000.00
99	1000	Auto Rental Expense Tax	1,000.00
100	1000	Auto Rental Expense Tax	1,000.00

FILED
SEP 21 2023
WARRICK CO. CLERK

Janelle Anderson Clerk Deput

**BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA
RESOLUTION NO. 2023-05
RESOLUTION SUPPORTING VANDERBURGH COUNTY'S APPROPRIATION OF FUNDS TO RESEARCH AND EXPLORE THE FORMATION OF A WATERSHED DEVELOPMENT COMMISSION FOR THE HIGHLAND-PIGEON WATERSHED**

WHEREAS, House Bill 1639 was passed by the General Assembly and became Public Law 251-2023, effective July 1, 2023, when signed by Governor Holcomb following the 2023 session of the General Assembly;

WHEREAS, Section 13 of Public Law 251-2023 added a new article to Indiana Code, I.C. § 14-30.5 et. seq., titled Watershed Development Commissions;

WHEREAS, the executives of one or more counties may adopt ordinances designating their counties as members of a proposed watershed development commission;

WHEREAS, a watershed development commission may be established for certain flood damage reduction, drainage, storm water management, recreation and water infrastructure purposes;

WHEREAS, a watershed development commission may also have water quality purposes if its board develops a water quality improvement plan;

WHEREAS, a watershed development commission is to be governed by a board that includes at least two members from each participating county, specifically its Surveyor and a Commissioner (or a Commissioner appointee);

WHEREAS, a watershed development commission is required to develop a flood damage reduction and drainage plan for its designated watershed;

WHEREAS, a watershed development commission is granted exclusive authority to perform drainage and flood damage reduction activities within the channel of the river that is the surface water outlet of its designated watershed or authorized to enter into an interlocal cooperation agreement with an existing local governmental authority to apportion flood damage reduction authority and financial support between the two entities;

WHEREAS, more than ninety percent (90%) of Pigeon Creek of the Highland-Pigeon Watershed is through Gibson County, Warrick County and Vanderburgh County, resulting in differing jurisdictions, control and issues despite each individual county facing similar problems with flood damage reduction, drainage and storm water management;

WHEREAS, the above neighboring counties are interested in researching and exploring the formation of a watershed development commission to identify and tackle problems with Pigeon Creek, including local flooding, drainage and water quality issues; and

WHEREAS, the above neighboring counties are interested in working together to improve Pigeon Creek for flood damage reduction, industry, agriculture and collaborating as key stakeholders in the long-term improvement and revitalization of the Highland-Pigeon Watershed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana the following:

The Board of Commissioners of Warrick County fully supports the appropriation request by the Board of Commissioners of Vanderburgh County, Indiana for the Christopher B. Burke Engineering, LLC proposal to provide professional services to assist with an application for the formation of a watershed development commission in the amount of Sixty-two Thousand Five Hundred Dollars (\$62,500.00), to be reimbursed from the Watershed Development Commission if and when formed.


The Board of Commissioners of Warrick County fully supports Vanderburgh County's efforts and commitment to the formation of the proposed Highland-Pigeon Watershed Development Commission with Vanderburgh County and the County of said county to continue to explore Warrick County, Indiana's level of participation if any, in said Highland-Pigeon Watershed Development Commission, including board participation and taxing authority.

So adopted this 25th day of September, 2023.


BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

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

ATTEST:


Michael Dietsch, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:


Andrew E. Skinner, Esq.
Fine & Hatfield, A Professional Corporation
520 N. W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney



APPROVED SEP 25 2023

012-464.8085 ext/line 012-464.2514 ext
4800 Roadbud Ln, Newburgh, IN 47630
morleycorp.com

FILED
SEP 29 2023


WARREN CO. AUDITOR

June 14, 2023

Warrick County Government
Attn: Terry Phillippe
107 W Locust Street, Ste 301
Boonville IN 47601

Re: Land Survey Services

Pt. of Parcel 2- J.A. Mulzer Minor Sub- 766 Hyrock Blvd., Boonville, IN
Morley PR23-0.226

Morley is pleased to submit this proposal to provide professional services relating to the above
described project. Based on our preliminary discussions and review of the information
received to date, the following are the services to be provided by Morley for the referenced
project:

Land Survey Services

ALTA/NSPS Land Title Survey (Separate line item)

1. Complete ALTA/NSPS Land Title Survey to current 2021 standards. In addition to the basic
standards, we will also certify Table A items, 1, 2, 3, 4, 6a, 7a, 8, 9, 13, 14, 16, 17, 18, and
20. Items 1 and 4 are requirements in the State of Indiana. We will certify item 6a if a zoning
report is provided to us. Item 20 is Morley placing an 811 ticket on-line in lieu of a Private
Investigation (PI) report. All items are to be done in accordance with the standards for a
Retracement (Boundary) Survey outlined in Title 865 of the I.A.C.

Topographic Survey (Separate line item)

1. If an ALTA Survey is not needed, the topographic portion of the survey will include a
Retracement Survey. The survey will be completed per the requirements outlined in Title
865 of the I.A.C. The survey will include all necessary measurements and any existing
boundary lines or pins identified as not being within tolerance will be reset with a 5/8" steel Rebar/Plastic
cap stamped "Morley ID#0023". The survey will be recorded in the office of the Recorder of
Warrick County, Indiana. As per our research for this proposal, no survey of the subject site
has been completed.

2. The Topographic Survey of the survey area will include 1-foot contours based upon spot
shots on a 50-foot grid, the location of underground utilities if marked by a utility locate
company per a call to IUPPS, location, size, and depth of the storm drainage on or adjacent
to the site, location, size, and depth of the sanitary sewer on or adjacent to the site,
locations of buildings on or within 10' of the site, streets, pavement cuts, the location of any



Garmon-1923-0.226.docx
June 13, 2023

flood plain limits per available mapping, the location of the railroad right of way per the
record plat, any easements of record found during our normal search of records thru the
online subscription of Tapestry/Laredo or provided to us, road right of way lines per the
record plat, and any other items of significance.

3. Two site benchmarks which can be utilized for the construction of the new facilities will also
be set.

4. We will show the X, Y, Z coordinates of 3 points on the face of the survey.

Schedule

1. Research on the survey can commence within 10 days of when authorization to proceed is
given.

2. The preliminary survey can be completed within 5-6 weeks of when authorization to proceed
is given. If an ALTA survey is ordered, a preliminary survey will be issued. The preliminary
survey will be conveyed in PDF format to the client. If a Topography survey with a
Retracement Survey is ordered, the preliminary survey will be conveyed in PDF format to the
client. If hard copies are needed, they can be provided.

3. If this time frame does not meet your needs or schedule, please contact me to discuss an
alternate schedule on our part.

4. If an ALTA survey is ordered, the certified survey will be issued within 5 days after all
comments are received back from review of the preliminary survey.

Site Conditions

1. Per aerial photos of the site, it appears that the easterly portion of the site may be a
cultivated field. The fee below is based upon doing the topo survey with an all-terrain
vehicle. If crops are in the area to be surveyed, and the crops cannot be disturbed, which
would require the survey crews to walk the site, being approximately 10 acres, an additional
fee as shown below will need to be added to the base bid.

2. South and east lines are heavily vegetated.

Any services not clearly expressed herein are not included or implied as part of
this proposal. All services are rendered one time only.

ORIGINAL

TERMS AND CONDITIONS

The following Terms and Conditions are attached to and made part of the Agreement between Warrick County, by and through the Board of Commissioners of Warrick County (the "County"), and P.A.C.E. Field Services, Inc (the "Contractor"). The Services to be performed by the Contractor pursuant to the Agreement are subject to the following Terms and Conditions.

1. **Term.** The Term shall begin upon the commencement of the performance of the Services by the Contractor, if not otherwise specifically set forth in the Estimate prepared by the Contractor. The Term shall expire upon the completion of the Services to be performed by the Contractor to the satisfaction of the County.
2. **Payment.** Within thirty (30) days of the completion of the Services by the Contractor, the County shall pay to the Contractor the net amount as set forth in the Estimate.
3. **Performance.** The Contractor shall perform those services as set forth in the Description of the Estimate prepared by the Contractor (the "Services"), which Estimate is incorporated herein by reference.
4. **Default.** If the Contractor fails to perform any of the Services or otherwise breaches any of these Terms and Conditions, the County may immediately terminate this Agreement upon providing written notice, and the County shall only be responsible for paying the Contractor in an amount equal to the portion of the Services satisfactorily performed by the Contractor up to and including the date of termination.
5. **Warranties.** The Contractor warrants that they will perform all Services within the standard of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances.
6. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its agents, officers, employees, and representatives of, from, and against all claims, liabilities, costs, judgments, damages, losses, and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the Services by the Contractor, and caused, in whole or in part, by any negligent act or omission of the Contractor, any subcontractor(s), anyone directly or indirectly employed by the Contractor or subcontractor(s), or anyone for whose acts the Contractor or subcontractor(s) may be liable.
7. **Insurance.** The Contractor shall, at its sole cost and expense, maintain at all times during the performance of the Service necessary insurance and coverage limits in amounts sufficient for material compliance with all requirements of law and this Agreement.
8. **Relationship Between Parties.** The relationship between the County and the Contractor shall be that of an independent contractor and under no circumstances shall the Contractor, its agents, and employees be considered the employees, agents, or representatives of the County.
9. **Assignment.** Neither Party shall assign, transfer, or convey its rights and obligations under the Agreement or these Terms and Conditions without the express written consent of the other Party.
10. **Waiver and Severability.** Both Parties acknowledge that the Agreement and these Terms and Conditions shall be deemed to be separable. If any part of the Agreement and/or these Terms and Conditions are held or deemed to be unlawful, invalid, void, or otherwise unenforceable for any reason, the rights and obligations of the Parties shall be reduced only to the extent required to remove said invalidity or unenforceability.
11. **Entire Agreement.** Both Parties acknowledge that the Agreement and these Terms and Conditions contain the entire understanding of the Parties, and there are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

"COUNTY"
WARRICK COUNTY
BOARD OF COMMISSIONERS


Terry J. Philippe _____ Date 9/25/2023
President-Warrick County Commissioners

"P.A.C.E."
FIELD SERVICES

Steve M. Plough _____ Date
CEO-P.A.C.E. Field Services, Inc.