

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 27, 2021
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President; Robert Johnson, Vice President; and Dan Saylor, Member. Attorney Todd Glass and Administrator Roger Emmons were in attendance. Auditor Debbie Stevens and Secretary Kristine Georges attended and recorded the minutes. President Terry Phillippe called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
GATEWAY SUBDIVISION**

Commissioner Phillippe: Alright, first order of business this evening is Area Plan.

Molly Barnhill: We have one (1) request to release surety for Gateway Subdivision by Deaconess Hospital, INC. by Jeff Grunow, Sr., Project Manager. Epworth Road, two hundred twenty (220) lineal feet. We're holding two hundred sixty-five thousand seven hundred eighteen and seventy-eight cents (\$265,718.78) in a letter of credit which expires October 26th of '21. They have had one (1) year. And the County Engineer has signed off on this request.

Commissioner Phillippe: All good?

Bobby Howard: Yeah, the work is complete. Recommend release of the surety.

Commissioner Phillippe: Very good. I'll entertain a motion.

Commissioner Johnson: Make a motion to release the surety for Gateway Subdivision.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Molly Barnhill: And that's all for the APC.

Commissioner Phillippe: Thank you, Molly.

Molly Barnhill: Thank you.

(Gateway Subdivision is located on Page 11 of these Official Minutes)

**ACTION ITEMS
APPROVAL OF MINUTES
SEPTEMBER 13, 2021**

Commissioner Phillippe: Next order of business is the Approval of Minutes from the September 13, 2021 meeting.

Commissioner Saylor: I make a motion to approve.

Commissioner Johnson: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

**COUNTY ADMINISTRATOR
EASEMENT REQUESTS RECEIVED FROM CITY OF BOONVILLE**

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

Roger Emmons: Thank you, Mr. President. First item is the easements received from the City of Boonville to locate a water line out by the Warrick County 4-H Center. This had been tabled from August 23rd and your September 13th

meetings. And I think Bobby would comment, he did reply today regarding what he's expecting from Clint Roos, the City's Engineer. Because we wanted it down the road and they're showing it's across part of the County's property. And Bobby, would you recommend this be tabled until you have more information?

Bobby Howard: Well, I mean, at this time, it's not all the way worked out, where it needs to be exactly. And...

Commissioner Phillippe: A little misunderstanding from what was originally discussed versus what was presented too.

Bobby Howard: I agree and I did see, I did reply to him in an email today and what I thought the minimum right-of-way would be recognized on Roth Road. And then in regards to possible ditch relocation. If we ever did a future project, what I thought that would look like at this point in time. But, it's really early to tell. Like I said, that, this is a lot of property to give up through here. So, I'd just like to make sure that we're protected and having, not having to relocate them in the future and pay for it by giving up the property.

Commissioner Phillippe: In your opinion, should we just remove it from the agenda until you guys can get together?

Bobby Howard: Yeah, probably.

Roger Emmons: To remove it, Mr. President?

Commissioner Phillippe: Counsel, does that need to be done by motion?

Todd Glass: Consensus is fine.

Commissioner Phillippe: Consensus to remove from the agenda?

Commissioner Johnson: I believe so.

Commissioner Saylor: I'm good with that.

Commissioner Phillippe: Yep.

Roger Emmons: Thank you.

TRUESCRIPTS 2022

Roger Emmons: Next item is the Warrick County Government Employee Benefit Plan, TrueScripts 2022 Summary of Plan Description Language and I'll defer to Heather on this. But, Shelly Fuhs is our Account Rep. She sent it to Heather, Dave Waltz, and myself on the 26th. And Heather did discuss this with you prior to me sending it to you on September 20th. So, I think it's ready for approval and Terry's signature as Board President. Is that correct, Heather?

Heather Soberg: Yes, Sir.

Roger Emmons: I printed out the thing if you want him to sign this or...?

Heather Soberg: That's separate.

Roger Emmons: Pardon?

Heather Soberg: That's separate.

Roger Emmons: Okay, thank you.

Commissioner Phillippe: I don't have any questions. You guys have any?

Commissioner Johnson: Not at this time.

Commissioner Saylor: I think I'm good.

Commissioner Phillippe: Entertain a motion.

Commissioner Saylor: I'll make a motion to approve the TrueScripts 2022 SPD Language.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(TrueScripts SPD Language is located on Pages 27 through 31 of these Official Minutes)

Commissioner Phillippe: Roger, our County Auditor, Debbie Stevens, has asked that we table the 2022 Pay Schedule for further discussion, for the record.

Roger Emmons: Okay.

Commissioner Saylor: Terry, is that, does that create, just want to make sure that doesn't create any timeline issues for us. Does that?

Commissioner Phillippe: I do not know.

Heather Soberg: Actually, there's a couple of vendors that I have waiting on the schedule, so that we can move forward with them (inaudible).

Commissioner Johnson: You need to come up.

Commissioner Saylor: Yeah, come up and do the official address, Heather.

Heather Soberg: Heather Soberg, HR Manager. Steele Benefits specifically is waiting on this schedule. And that schedule was tossed around, a lot of thought process went into that. Worked a lot with the Council with Krystal to get that where it is, so that we don't face a problem again. I know that the end of the year last year Commissioner Phillippe said he didn't care what we did in the future so long as we had first and fifteenth. But, when you look at actually trying to build that out and make it work for everybody, it's not the best option. So, this schedule that we put together here goes hand in hand with a statement that will go on the Salary Ordinance from here forward that the Council will fund any time we have a twenty-seventh (27th) pay in the future. So, the budgeting is already done for the year. To make any changes to this schedule would change budgeting for the Highway Department because they are hourly employees and would actually divide their things out a little bit differently than the salaried non-exempt, which would change the hourly wages for them. But, not for the Highway Employees.

Commissioner Saylor: So, Debbie, is that, the twenty-six (26) pays is what you were...and again Debbie, I don't know if I asked all the questions to the, did you address the Council? Or were you in conversation with Krystal?

Auditor Stevens: Actually, it doesn't affect funding. What I'm proposing for pay dates, let me grab my notes here, it doesn't, it does not affect funding because that is set by the Salary Ordinance. So, the amount that an employee is paid is set by Salary Ordinance. So, this would, one (1) proposal would be to do a one (1) week pay. To take the Salary Ordinance that's set for the year and then divide it by twenty-seven (27)...or the fifty-two (52) weeks. Pay one (1) week and the rest would be twenty-seven (27) bi-weekly pays. The other would be just to use twenty-seven (27) bi-weekly pays. That would be another option. And that's the way a lot of Counties, a lot of Counties use twenty-seven (27) pays. And there again, you're not increasing the pay, you're using the salary that's already set. The reason I'm recommending we do this next year is because in 2022, Council's adopting the new Job Study which for most employees is going to mean some pay changes for, to the better. And the Council has already approved a one point five percent (1.5%) increase to all salaries. So, that will, that will get you to just about a one (1) week, just as an example, you know, it'll, it'll get you close to a one (1) week pay. And then you, but, once you divide that set salary out, you're using what's already been funded by the Council and Budgeted.

Heather Soberg: (Inaudible).

Commissioner Saylor: Yeah, so Heather, so...

Heather Soberg: It does actually affect the funding for the Highway Department. Hourly employees, it's funded for the number of payrolls expected. So, it would actually require new budgeting for the Highway Department specifically, because we can't lower their hourly rate. And, had a thought there and I lost it. I'm sorry. But that's...

Commissioner Saylor: But that's what, the Council, in your conversations with the Council they were proposing the twenty-seven (27) pays?

Heather Soberg: Twenty-six (26) pays.

Commissioner Saylor: Twenty (20)...yeah, the twenty (20)...

Heather Soberg: Yeah, twenty-six (26) pays and it actually ends, we'll have to roll that last pay of this year, first pay of next year actually into 2020...the date would have actually fallen in this year, but it will push it to next year and then by the movement that they'll make in their Salary Ordinance, we'll never face this again because they will just fund twenty-seven (27) pays every time it comes up as opposed to trying to find a solution every seven (7) years.

Commissioner Phillippe: Seven (7) years is a long way down the road.

Heather Soberg: But, it has caused a tremendous amount of confusion in the past for people.

Commissioner Phillippe: Conversation was tough last year.

Heather Soberg: Yeah. And rather than trying to figure that out every seven (7) years, we've done some research that there are other Counties that do this where they actually just fund that twenty-seventh (27) pay, so it's a non-issue.

Commissioner Phillippe: Council President, Greg Richmond, can you confirm that that's what the Council had decided.

Councilman Richmond: This is the first time I've heard of it.

Commissioner Phillippe: Okay.

Auditor Stevens: And I would like to say, I went to Council last year and asked for that to be funded for, you know, to push the date for this year, so that we wouldn't face it. To go ahead and fund an extra week of pay and the equiv...it was just about the equivalent of a week's pay and just have a twenty-seven (27) pay. It's not twenty-seven (27) bi-weekly pays. But, it's twenty-seven pays. So, it adds one (1) extra pay that is one (1) week. And the, the other of course would just be to divide by twenty-seven (27) pays. I can tell you that as this goes into next year, you're building the gap between the last pay of the year and the first pay of the next year. You're extending that gap. It'll be sixteen (16) day, one (1) year before they're paid again. Eighteen (18) would be the next, would be the next year. And then twenty (20). And it just, it extends that amount of time between the last pay and the first pay for the employees. I think it would be hurtful for some. We have a lot of employees who I'm sure live paycheck to paycheck. And that was my only, that was why we had looked at the two (2) different options that I've got in front of you. And I realize you all have been in meetings and I didn't see the schedule until this afternoon. So, I'm asking you to table it maybe to give yourself a little more time. Talk about it at the next meeting.

Commissioner Phillippe: I apologize Heather. I didn't, you talked about Steele Benefits, that there was some sort of timeline attached to that conversation. What is that timeline?

Heather Soberg: It's just getting everything built for next year so that open enrollment and all of the calculations (inaudible).

Commissioner Phillippe: And open enrollment is when?

Heather Soberg: Starts October 15th.

Auditor Stevens: But, I think the pay dates are more of a payroll issue, right.

Heather Soberg: They have to have that information built into the system for the calculations of what the deductions should be.

Auditor Stevens: Okay, I, yeah, I understand that.

Commissioner Johnson: I don't think it would hurt to table this for two (2) weeks so we can get our ducks in a row and make a good educated decision. I kind of agree, some people, I don't know if they can stretch for an extra eighteen (18) or thirteen (13) or fifteen (15) days between paychecks. I don't know.

Auditor Stevens: And I'm happy to answer any questions.

Councilman Richmond: May I add something?

Commissioner Johnson: Yes, Sir.

Councilman Richmond: At last year's discussion, the one (1) extra pay was proposed. But, the Council didn't really like that. They like the twenty-six (26) and I thought and I hadn't paid any more attention to any changes for next year. We were going to go to the first and the fifteenth, like that two (2) pays a month and that would solve the whole problem right there. That's just my perception. I haven't seen what you have.

Heather Soberg: The issue with the first and fifteenth is it would back up that calendar even more and put the entire year of December on the next year's salary. And that's why we (inaudible) those pieces.

Commissioner Phillippe: So, sounds like we have a consensus to table that part of the consent agenda for two (2) weeks.

Commissioner Johnson: Yeah, I think so.

Commissioner Phillippe: October 11th?

Roger Emmons: October 11th.

Commissioner Johnson: Does that create any hardships that we're aware of?

Roger Emmons: Not that I'm aware of.

Commissioner Phillippe: Crunch time on the open enrollment it sounds like.

Roger Emmons: Yeah, I mean, you've got four (4) days later for the open enrollment starts. So, I mean, go ahead.

Commissioner Phillippe: I was just going to say, our next meeting is the 11th and open enrollment begins on the 15th. The HR person, Heather's going to have a little bit of work to do in a short period of time.

Roger Emmons: Correct.

Heather Soberg: And the vendor.

Commissioner Phillippe: And the vendor.

Roger Emmons: Steele Benefits.

Commissioner Johnson: Well, can we do something like this Counselor, to where we can approve this pending further review and have, give Terry the authority to sign off on it based on a consensus of Dan and myself?

Todd Glass: Certainly. You can by consensus make a decision between now and the next meeting and just approve

Commissioner Phillippe: Very good.

Roger Emmons: Okay.

**ACCEPTANCE OF 1986 HUMVEE FROM NEWBURGH
RESOLUTION 2021-14**

Commissioner Phillippe: So, Roger, you're back to the consent agenda.

Roger Emmons: I did want to add that for Item B, which is approval of a fixed asset notification form for the 1986 Humvee donated by Newburgh to our Emergency Management Agency that Todd does have the Commissioners Resolution that accepts that vehicle. I mean, so you could do that now and then come back to the fixed asset form approval if you like. You just need a Resolution number if you want Todd to present that, substantial identical Resolution to the Town of Newburgh.

Commissioner Johnson: We gonna handle that under Todd's business or this right now.

Roger Emmons: Well, we're getting the cart before the horse. We haven't, the Resolution officially accepts the vehicle and then you can approve the fixed asset form.

Todd Glass: Certainly. Mr. President, it's rather simple. The Resolution...

Kristine Georges: '14.

Todd Glass: 2021-14 would be a Resolution of the Board of Commissioner of Warrick County, Indiana, to accept the surplus of 1986 Humvee from the Town of Newburgh as a donation from the Town of Newburgh and simply to comply with statutory requirements from local units of government. For a donation like this, we have to pass substantially similar Resolution, has already been passed by the Council for the Town of Newburgh and that is Resolution 2021-14.

Commissioner Phillippe: Very good.

Roger Emmons: And we have a copy of Newburgh's Resolution.

Commissioner Johnson: Make a motion to adopt Resolution 2021-14.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Resolution 2021-14 is located on Page 11 of these Official Minutes)

**CONSENT AGENDA CONTINUED
AUDITOR CERTIFIED AND NON-CERTIFIED CLAIMS VOUCHER
PAYROLL – FIXED ASSET EMA
LETTER FOR LOCAL HEALTH MAINTENANCE GRANT FUNDS
EVAPAR MAINTENANCE AGREEMENT – PANDEMIC RELIEF SUMMARY
DONNA CULLEY INDEPENDENT CONTRACTOR AGREEMENT**

Roger Emmons: So, I think, let me look down the list real quickly. I think that then makes it so you're okay to approve the Consent Agenda by motion and you've already discussed the fact regarding your consensus on the 2022 Pay Schedule.

Commissioner Phillippe: Correct. Entertain a motion to approve the Consent Agenda.

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Roger Emmons: Thank you, Gentlemen.

(Certified Claims in the amount of \$1,019,691.81 are located on Pages 12 through 14 of these Official Minutes)

(Non-Certified Claims in the amount of \$18,025.49 are located on Page 14 of these Official Minutes)

(Payroll is located on Page 15 of these Official Minutes)

(EMA Fixed Asset is located on Page 27 of these Official Minutes)

(Grant Funds Letter is located on Page 31 of these Official Minutes)

(EVAPAR Maintenance Agreement is located on Page 15 of these Official Minutes)

(Pandemic Relief Summary is located on Page 32 of these Official Minutes)

(Culley Contract is located on Pages 16 through 17 of these Official Minutes)

PANDEMIC RELIEF FUNDS HEATH DEPARTMENT INDEPENDENT CONTRACTOR AGREEMENT

Roger Emmons: I do have some other items; try to get through quickly. But, they need to be brought up. Pandemic Relief Fund Request, those were already on there. But the additional one (1) is (Request) 21-52. That is to pay the Independent Contractor Agreement for our Health Department, as stated, a hundred and eight (108) hours worked at ten-ninety-five (\$10.95) an hour. That would need a separate action from the Board.

Commissioner Phillippe: And that's been approved by the Committee?

Roger Emmons: Yes, I got Dan's, Greg already did it and Dan, I saw his email today.

Commissioner Phillippe: I'll make a motion to approve (Request) 21-52.

Commissioner Saylor: So moved.

Commissioner Johnson: Yep.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Health Dept. Contractor Agreement is located on Pages 17 through 19 of these Official Minutes)

ROAD USAGE AGREEMENT ORDINANCE UPDATE

Roger Emmons: And then the second one (1), a new agreement for Road Usage that Todd developed which incorporates the two hundred fifty dollar (\$250.00) fee. I don't know if Commissioners have to approve that in open meeting because it was a part of your Ordinance regarding the weight limits. We'll consider that an informational item.

SPECIAL MEETING OCTOBER 4, 2021 ON REDRAWING VOTING PRECINCTS

Roger Emmons: Remind you about your special meeting on October 4th, 3:00 PM in this room to discuss redrawing voting districts or precincts as required by law based on the 2020 Census results.

ARAB PEST CONTROL – ANIMAL CONTROL

Roger Emmons: Then I have a new pest control service agreement with ARAB for the Animal Control Shelter. The cost of that is three hundred dollars (\$300.00) annually at seventy-five dollars (\$75.00) per quarter. I think I did get back a consensus from one (1) or more of you.

Commissioner Saylor: Roger, you did. I did. But, I've got a question. Why wasn't that included in our original, I thought they went to every County-owned building?

Commissioner Johnson: That's what I thought.

Roger Emmons: I'd have to call Joe up. Cause I don't know why they didn't go over that one (1)?

Commissioner Phillippe: That's kind of why I asked the question, and I apologize, I haven't looked at my email for half the day. That is an add on to what we've already got?

Roger Emmons: Yes, Sir.

Commissioner Phillippe: Okay.

Commissioner Saylor: So, so ARAB, they, they give us a three (3) ring binder for the quote, have we looked in that to see if that building was included in that. Cause I, I know Joe was thorough, why would he skip Animal Control? I just don't know. I mean it's out there by the Highway Department. They're out there. He took them to all of them.

Roger Emmons: I'd say you could table this and give me time to do that.

Commissioner Phillippe: It's already treated for September, right?

Roger Emmons: It appears so.

Roger Emmons: Wait a minute. Wait a minute.

Commissioner Saylor: I should have checked in earlier. But, I've just, we've been busy.

Roger Emmons: They did the initial service on September 22nd. And of course, it has to do with roaches found in the shelter. That was a hundred sixty-five dollars (\$165.00). And then you've got this. So, I don't think, it states on the invoice visit one (1) of one (1) of initial quarterly service. So, I guess that does say that they've done September. So, you can table this.

Commissioner Saylor: No, I think, I'll make a motion to approve it as long as it's not included in the original agreement. But, that be okay, Counselor? Cause if we find it in the original agreement...?

Commissioner Phillippe: (Inaudible) the building.

Commissioner Saylor: Exactly.

Todd Glass: Yes, Sir.

Commissioner Saylor: So, I make that motion and I will, I will check in my proposal that I got from ARAB, cause I think I still have it.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(ARAB Contract is located on Page 19 of these Official Minutes)

ARP FUNDS FOR NEW XRAY MACHINE AT JUDICIAL CENTER

Roger Emmons: And then again, I'll have to defer to Todd about the, we discussed using the American Rescue, the ARP Funds to pay for the new refurbished x-ray machine at the JC Security Desk, thirty-five thousand six hundred (\$35,600.00). John commented that we need to revisit the Fiscal Plan regarding the ARP Funds. But, at this point I didn't know if the processes that the Commissioners have to approve these in open meeting. The Fiscal Plan states that the County Administrator has to keep track of these expenses. So, I don't know. It wouldn't hurt to approve it.

Todd Glass: I don't know. It's not in the Fiscal Plan, is it? Right now?

Roger Emmons: It does, yes.

Todd Glass: Does it? Okay.

Roger Emmons: It does state in that Fiscal Plan that x-ray devices can be paid for with ARP Funds.

Todd Glass: Okay. And was that bid out? How was that, how did we find...?

Roger Emmons: We stated like for like. I mean...

Commissioner Johnson: Same company as before.

Roger Emmons: There's not that many.

Commissioner Johnson: But, they did send us a bid on several different machines. And we chose a refurbished one (1).

Roger Emmons: Yeah, that's correct, Bob.

Commissioner Saylor: So, Todd, we actually, Joe actually did this a couple two (2), three (3) years ago. The Council even appropriated money for it, the purchase of it. We decided to do the repairs because they could still get parts. But, they said, however, this is probably it. So, they made the repairs, remember Roger, twenty-eight hundred bucks (\$2,800.00). Twenty-one hundred dollars (\$2,100.00), something like that. And this is a very specialized thing where they have to come out of Atlanta, Roger, to service? Or North Carolina to service?

Commissioner Johnson: I thought it was Florida. I'm not sure.

Roger Emmons: It's a ways away.

Commissioner Saylor: Yeah, so, so it's very specialized piece of, you know, piece of equipment. So, that's what I know about it.

Todd Glass: As long as we've complied with the statutory quoting procedures to find the right price for the repairs, yes, you just by vote approve it and you can designate the ARP Funds for it if we've got it in the Fiscal Plan.

Commissioner Johnson: I don't want to speak out of turn but I don't know if you fully understood. This is for a new machine.

Commissioner Saylor: Replacing, not repairs.

Commissioner Johnson: A new refurbished machine.

Todd Glass: Okay.

Commissioner Johnson: But, it's basically brand new machine to us.

Commissioner Phillippe: It's from a trusted vendor that we've had for over thirty (30) years.

Bobby Howard: Being that it's refurbished, you can get it at a special discounted type purchase. I would assume. That would follow our purchasing procedures at that point.

Roger Emmons: Good point, Bobby.

Todd Glass: Yeah, that's what I'm saying. Just, as long as it followed our procedures then you can move forward with vote to approve.

Commissioner Phillippe: Okay.

Roger Emmons: Okay, thank you.

Commissioner Phillippe: Anyone want to make that motion?

Commissioner Johnson: Sure. I'll make that motion.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

FIXED ASSET NOTIFICATION FORMS EMA – COMMISSIONERS

Roger Emmons: Two (2) additional fixed asset notification forms. One (1) is for the Lifesaver C2 System that EMA got. It's a water solution system. That was a total of twenty thousand nine hundred ninety-eight (\$20,998.00) and then a fixed asset form for the Avigilon Windows server at sixty thousand five hundred dollars (\$60,500.00). And these were both, well, I think you're approving the payment of the Avigilon today. But, these are just fixed asset forms; just need approval by motion.

Commissioner Phillippe: I'll entertain a motion.

Roger Emmons: You can approve both by one (1) motion.

Commissioner Saylor: Both of them? Okay. I make a motion to approve both fixed asset notification forms for the Avigilon services and the water purification systems.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Roger Emmons: Thank you, Mr. President, and Gentlemen. That's all I have.

Commissioner Phillippe: Hang on, did you say, aye?

Commissioner Johnson: (Inaudible).

Roger Emmons: (Inaudible) you voted.

Commissioner Phillippe: Aye. Motion carries three, zero. Sorry about that. That's all?

Roger Emmons: Thank you, Sir.

Commissioner Phillippe: Thank you.

**COUNTY ATTORNEY
AMENDING AND RENUMBERING ANIMAL CONTROL CHAPTER
ORDINANCE 2021-35**

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

Todd Glass: Yes, Mr. President. All that I now have left is the proposed Ordinance 2021-35, which is an Ordinance of the Board of Commissioners of Warrick County amending Chapter 131 of the Code of Ordinances. And this is simply a various renumbering and minors subsequent revisions to the Animal Control Chapter of the Code of Ordinances. There's a variety of numerical and organizational clean ups that were needed in the entire chapter. Danielle also had a few minor substantive revisions and clarifications that we went ahead and incorporated those at the same time. But, it was also necessary with the Clerks switch over to the Odyssey System, having these numbers and sections and counter and cross references to the correct Ordinances numbers was necessary for the County Clerk's personnel when Ordinance violations are filed so that everything is working correctly. So, Ordinance 2021-35 that you have in front of you shows what those minor revisions are and I certainly can answer any questions if you have any. Otherwise, it's ready for a motion and vote for approval to amend Chapter 131.

Commissioner Phillippe: I don't think I have any questions. You have any questions?

Commissioner Johnson: Not yet. I'm good with it. Dan, you okay with it?

Commissioner Saylor: Yeah.

Commissioner Johnson: I make a motion to approve Ordinance 2021-35.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Todd Glass: That's all, Mr. President. Otherwise, I would like to commend Bobby Howard for actually carrying around the County Purchasing Policy with him. I thought that was pretty impressive. Thank you.

Commissioner Phillippe: Very good.

(Ordinance 2021-35 is located on Pages 19 through 25 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY

Commissioner Phillippe: Incidentally, Bobby's up next with County Highway Business.

Bobby Howard: I have nothing tonight. Thank you.

Commissioner Phillippe: Very good.

**COMMISSIONER ITEMS FOR DISCUSSION
WELCOME OF NEW ACQUISITIONS ADMINISTRATOR**

Commissioner Phillippe: Commissioners, anything?

Commissioner Johnson: Sherry.

Commissioner Saylor: I have something. You want me to go first?

Commissioner Phillippe: What about our County Purchasing Agent? Sherry Sievers, do you have anything to add to the business this evening?

Sherry Sievers: No, (inaudible).

Commissioner Saylor: Welcome aboard.

Sherry Sievers: Thank you.

Roger Emmons: Acquisitions Administrator.

Commissioner Phillippe: Acquisitions Administrator, Sherry Sievers in the house.

Roger Emmons: Purchasing Manager.

RECOGNIZING THE PASSING OF HOWARD NEVINS

Commissioner Phillippe: Dan?

Commissioner Saylor: I would just like to take a moment to recognize the passing of Howard Nevins. Howard was on our Economic Development Board. Served many different boards for, for and sat on many boards for this County and he, he was a man that I constantly went to for ideas and suggestions. He's been a, just a pillar of this community and Southern Indiana. He has had influences with the trails, trailheads. I've seen the man make four (4) or five (5) phone calls and raise hundreds and thousands of dollars just for, for the trails. I think the Park Foundation, the RDAC, EDAC, SWIRCA Board. He was just, we have to replace him. Greg and I, I think, have a meeting this week to discuss some of that. But, we won't replace Howard Nevins. We'll fill the position. But, we won't replace him. So, he's been, he's not only a friend but a true steward of leadership and what, what he has fought for, for Warrick County. He fought for the two million dollars (\$2,000,000.00) in State funds to make sure Warrick County got those funds that we used to build the Friedman Park Event Center. So, he will be missed. So, that's all I have.

Roger Emmons: Well said, Dan.

Commissioner Johnson: Nothing.

Commissioner Phillippe: Motion to adjourn?

Commissioner Saylor: I make a motion to adjourn.

Commissioner Johnson: Second.

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


Commissioner Saylor: Aye.

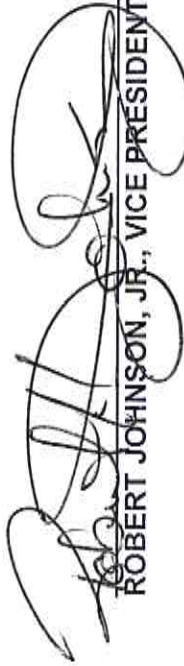
Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:32 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS


TERRY PHILLIPPE, PRESIDENT


ROBERT JOHNSON, JR., VICE PRESIDENT


DAN SAYLOR, MEMBER

ATTEST

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into at Beeville, Indiana, as of the 1st day of September, 2021, by and between Warrick County, Indiana (the "County"), and Dr. Donna C. Culley ("Contractor"), for consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

- 1. **Retaining Services of Contractor.** The County hereby retains Contractor in the capacity of an independent contractor to perform those services as specifically defined in the attached "Statement of Work" which shall be the sole basis for the work involved in performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.
- 2. **Consideration.** The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor hereunder, the amount of benefits now or hereafter provided by the County. Contractor shall not be entitled to any of the fringe benefits which are provided by the County. Contractor shall be deemed to have accepted the consideration specified in this Paragraph 2 constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. The County shall not withhold from any sums payable to Contractor, any local, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
- 3. **Term and Termination.** This Agreement shall commence as of 1st day of September 2021, notwithstanding the date first written above, and shall continue on a month-to-month basis until such time as when this Agreement is terminated by either party upon written notice to the other party. In case of incompetency in the performance of any portion of the Services, or in the event of a breach by Contractor of any of the provisions of this Agreement, the County shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice, subject only to the obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.

- 4. **Compliance with Laws and Regulations.** Contractor agrees that the Services shall be conducted in full compliance with any and all applicable Federal, state and local laws, rules, and regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.
- 5. **Liability for Injuries or Damages to Person or Property.** Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.
- 6. **Insurance and Indemnification.** Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns of Contractor, covenants and agrees to indemnify and hold harmless the County, absolutely and without limit, against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on account of the acts or omissions of Contractor during the performance of the Services. Similarly, Contractor agrees to indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.

- 7. **Relationship of the Parties.** The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any manner to any third party as a representative or agent of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and means of conducting the work to be performed hereunder are in the sole discretion and control of Contractor. However, the services contemplated within the terms of this Agreement must meet the approval of the County, and shall be subject to the County's general right of supervision in order to assure the satisfactory completion thereof.
- 8. **Assignment.** Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.
- 9. **Taxes.** The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.
- 10. **Governing Law.** The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.

- 11. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings between the parties which modify or supplement the matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.
- 12. **Competition.** Neither this Agreement nor the relationship created thereby shall operate to preclude the Contractor from contracting to provide his or her services to other persons or entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.
- 13. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall be for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- 14. **Amendment.** No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by all of the parties that are signatories to this Agreement.

IN WITNESS WHEREOF, the parties hereunto have entered into this Agreement on the date first above written.

WARRICK COUNTY, INDIANA

By its Board of Commissioners
By: Terry M. Wallace
Its: President, County

Printed Name: Dr. Donna Culley, Ph.D. MSPP
Signature: Donna Culley, Contractor

APPROVED: WARRICK COUNTY BOARD OF COMMISSIONERS

Terry M. Wallace, President
Robert H. Johnson, Jr., Vice President
Dan Saylor, Member

unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall be for any reason be held to be excessively broad as to duration, enforceability or otherwise, the enforceability of the Agreement shall not be affected and shall be enforceable to the extent compatible with the applicable law as it then shall appear.

14. Amendment. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by all of the parties that are signatories to this Agreement.

IN WITNESS WHEREOF, the parties hereunto have entered into this Agreement on the date first above written.

WARRICK COUNTY
HEALTH DEPARTMENT

BY: *Ann Lutz*
Title: Warrick County
"County"

Printed Name: Curtis Sobers
Signature: *Curtis Sobers*
"Contractor"

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Sawyer
Dan Sawyer, President
Robert Johnson
Robert Johnson, Vice President

Terry Philippe
Terry Philippe, Member

Signature by Board President effective to bind County during Emergency Declaration, Resolution 2020-03

EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT

SEE FOLLOWING PAGE

Workforce Development Deliverable 1: Provide PSD and SID number to ISDH
Submit to: ISDH Field Coordinator
Template: N/A

Workforce Development Deliverable 2: Complete Basics of Public Health Preparedness courses and provide completion certificates or screen shot showing all modules were completed (if not already provided)
Submit to: ISDH Field Coordinator
Template: N/A

Workforce Development Deliverable 3: Complete FEMA IS courses and provide proof of completion/certification (if not already provided)
Submit to: ISDH Field Coordinator
Template: N/A

Workforce Development Deliverable 4: Complete a local ESF-8 Training and Exercise Plan
Submit to: ISDH Field Coordinator
Template: previous version of the TEP may be updated or use provided template

Contact and Notifications Deliverable 1: Provide primary and secondary point of contact information for the local health department's preparedness program
Submit to: ISDH Field Coordinator
Template: N/A

Contact and Notifications Deliverable 2: Provide or develop a 24/7 contact plan for the local health department
Submit to: ISDH Field Coordinator
Template: N/A

ESF-8 Deliverable 1: LHD will produce local County Index, Social Vulnerability Index and CMS Empower Data
Submit to: N/A (utilize inwith local partner meetings and planning)

ESF-8 DELIVERABLE 2: EACH LHD WILL HOLD A BLANQUA MEETING WITH ESF-8 PARTNERS AND ORGANIZATIONS TO PROVIDE EDUCATION REGARDING AT-RISK POPULATIONS.
Submit to: Sign-In Sheets submitted to ISDH Field Coordinator
Template: N/A

ESF-8 Deliverable 3: Conduct a communications drill with Community Partners
Submit to: AAR/IFP
Template: N/A

EOP Deliverable: LHD will select and complete three capabilities from the EOP template
Submit to: ISDH DEP EOP Planning Guidelines/Template was provided in RP1
Template: N/A

ORDINANCE 2021-25

- (A) No Owner shall own, keep, possess, or otherwise harbor a Dangerous Dog.
- (B) The Animal Control Officer, in his or her sole discretion, shall determine whether a dog is considered a Dangerous Dog as defined in this Chapter.
- (C) An Owner of a dog determined to be a Dangerous Dog shall be subject to a fine for violating this Chapter. The Animal Control Officer shall impound a dog determined to be a Dangerous Dog according to Sections 131.30 through 131.34.

Penalty, see § 131.99

§ 131.13 SHELTER REQUIREMENTS.

- (A) An Owner shall provide adequate shelter for all Domestic Animals as required herein:
 - (1) Shelter for a Domestic Animal shall consist of a structure with a bottom, top, and three (3) sides that is of sufficient size for the age, breed, and size of the Domestic Animal.
 - (2) When sunlight is likely to cause overheating or discomfort to a Domestic Animal, the Owner shall provide sufficient shade to allow all Domestic Animals that are kept outdoors to protect themselves from direct sunlight.
 - (3) The Owner shall provide access to shelter with a windbreak and watershed to protect Domestic Animals that are kept outdoors from weather conditions which would constitute a health hazard to Domestic Animals.
- (B) Appropriate shelter for Livestock shall consist of a windbreak and watershed to protect the Livestock from weather conditions which would constitute a health hazard to said Livestock.
- (C) All Animals shall be kept in a sanitary manner. The Owner of any Animal shall maintain said Animal's areas, or any areas of Animal contact, so as to prevent odor or the maintenance of said Animal in an unsanitary environment. An Animal's areas shall be kept free from accumulation of excrement, water, and mud.
- (D) The Owner of any Livestock shall maintain any areas where Livestock is located in a sanitary manner and ensure that said Livestock area is free from materials and debris that may cause injury to the Livestock, including, without limitation, barbed wire, exposed glass, and an accumulation of trash or waste material.

Penalty, see § 131.99

§ 131.14 HOUSING REQUIREMENTS.

5

ORDINANCE 2021-35

- (A) Animals must have access to sufficient ventilation at all times as to provide for the health and well-being of the Animal and to minimize odors, drafts, ammonia levels, and moisture condensation. Ventilation shall be provided by windows and/or vents, such as fans or air-conditioning units.
- (B) Housing of Animals kept inside a crate or floor cage must allow said Animal to stand up, turn around, and lie down comfortably. The enclosed areas of said crate or floor cage shall be free of feces and urine.
- (C) An Owner shall not cause an Animal to be kept inside a crate or floor cage continuously, according to the discretion of the Animal Control Officer.
- (D) Livestock must be housed or kept in an area that is free from materials and debris that may cause injury to the Livestock, including, without limitation, barbed wire, exposed glass, and an accumulation of trash or waste material.

Penalty, see § 131.99

§ 131.15 FOOD AND WATER.

No Owner of an Animal shall fail to supply such Animal with potable drinking water and adequate food that is nutritional for the age and species in adequate amounts to maintain good health. An emaciated condition of any Animal, or an unnatural and excessive craving for food and/or drink exhibited by any Animal, shall be prima facie evidence of the Owner's failure to properly feed and/or provide water to such Animal as is required herein.

Penalty, see § 131.99

§ 131.16 MEDICAL CARE.

All Animals shall be provided with reasonable and necessary medical care in addition to any required vaccinations. Livestock shall be provided with reasonable and necessary medical care, including, but not limited to, farrier and dental care. Grooming of an Animal that normally requires it shall be free of excessive matting so as to allow the Animal to move freely without complication or pain.

Penalty, see § 131.99

§ 131.17 EXERCISE.

No Owner of an Animal shall fail to supply such Animal with adequate exercise opportunities and area. Any Domesticated dog or cat shall have the minimum open exercise area commensurate with their size as follows:

- (1) Forty (40) square feet per dog that weighs less than forty (40) lbs.

6

ORDINANCE 2021-25

- (2) Sixty (60) square feet per dog that weighs between (forty) 40 lbs. and eighty (80) lbs.
- (3) Eighty (80) square feet per dog that weighs more than eighty (80) lbs.
- (4) Twelve (12) square feet per cat.

No enclosure shall house more than three (3) Adult dogs or cats per enclosure.
Penalty, see § 131.99

§ 131.18 MINIMUM AGE REQUIREMENT.

Unless a dog or cat is at least eight (8) weeks of age and has been weaned, no dog or cat shall be delivered by any Person to any carrier or intermediate handler for transportation in commerce, or transported in commerce by any person, except those approved by the USDA Animal Welfare Act.

Penalty, see § 131.99

§ 131.19 ANIMALS NOT TO BE OFFERED AS NOVELTIES OR PRIZES.

- (A) It shall be a violation of this Section for a Person to sell, offer to sell, trade, barter, or give away, in Warrick County, any live Animal, including birds and/or reptiles, for any of the following purposes:
 - (1) As a novelty or prize;
 - (2) As an inducement to enter a place of amusement;
 - (3) As an incentive to enter any business establishment; or
 - (4) As an incentive to enter into any business agreement whereby the offer was made (including, but not limited to, business agreements, other than business establishments selling Animals as their primary business).
- (B) It shall be a violation of this Section for any Person to transport into Warrick County any live Animal, including birds and/or reptiles, for any purpose prohibited in subsection (A), above.
- (C) It shall be a violation of this Section for a person to sell, offer to sell, or otherwise dispose of any Animals whose appearance has been artificially or chemically colored, sprayed, or painted.

Penalty, see § 131.99

7

ORDINANCE 2021-35

§ 131.20

RESTRAINT, HITCHING, OR TYING.

(A) Animals must be confined to the Owner's real property and not permitted to run loose. While on the Owner's real property, but not under the Owner's direct control, Animals must be secured without means of escape by a leash, or otherwise be confined to a pen, fenced (either physical or electronic) enclosure, corral, cage, house, or other secure enclosure. In agriculturally zoned areas, however, cats may be allowed to run At Large on the Owner's property when not under the Owner's direct control.

(B)

No Animal shall be hitched, tied, or fastened by any rope, chain, cord, or other similar material that is directly attached to the Animal's neck. Animals that are tied, hitched, or fastened shall wear a properly fitted collar or harness, other than a choker-type collar. This Section does not prohibit the use of a choker-type collar in the training of Animals or in the leading of the same.

(C)

An Owner shall not permit prong-type collars to remain on an Animal when the Animal is not in training. In no instance shall a prong-type collar be permitted by an Owner to remain on an Animal for a continuous period of twenty-four (24) hours or more.

(D)

A tether or tie-out for a dog shall be at least three (3) times the length of the dog as measured from the tip of said dog's nose to the tip of its tail. The tether or tie-out shall be of adequate strength for the breed, weight, size, and age of the dog in order to keep the dog secure.

(E)

No person shall permit an Animal to access a roof or overhang by any means, including, without limitation, through an open window.

Penalty, see § 131.99

§ 131.21 CRUELTY.

No Person shall beat, cruelly treat, neglect, torment, overload, overwork, or otherwise abuse any Animal, or otherwise cause, instigate, permit, or promote combat between Animals, including fowl. The definitions set forth in Indiana Code 35-46-3, *et seq.*, are incorporated herein by reference.

Penalty, see § 131.99

§ 131.22 ABANDONMENT.

No Person shall abandon, or cause to be abandoned, any Animal anywhere within Warrick County. The definitions set forth in Indiana Code 35-46-3, *et seq.*, are incorporated herein by reference.

ORDINANCE 2021-35

Penalty, see § 131.99

§ 131.23

ANIMALS IN VEHICLES.

(A) No Animal shall be left unattended in a vehicle when the conditions in said vehicle would constitute a health hazard to the Animal.

(B)

Transportation of Animals. Any Animal transported in the open bed of a truck while the vehicle is in motion:

(1) Shall be tethered by a halter to the two (2) sides of the corners of the bed of the truck closest to the cab, so long as such halter is not secured to said Animal's neck; or

(2) Shall be contained in a secured travel container so as to prevent injury to the Animal.

The tailgate of any vehicle transporting an Animal in accordance with this Section shall be in a secured, closed position.

(C)

No Animal shall be transported in the open bed of a truck during inclement weather. Weather temperatures below Twenty Degrees Fahrenheit (20°) and below Ninety Degrees Fahrenheit (90°), as well as any other weather condition that would constitute a health hazard to Domestic Animals, shall be considered "inclement weather" for purposes of this Section.

Penalty, see § 131.99

§ 131.24 POISONOUS BAIT; TRAPS.

(A) *Poisonous Bait.* No Person shall set out any kind of poisonous substance or bait with the intent to do any harm to any Domestic Animal.

(B)

Traps.

(1) No live-animal traps shall be set during inclement weather or in a location which exposes the trap(s) to direct sunlight. Weather temperatures measuring below Thirty-Two Degrees Fahrenheit (32°), including windchill, and above Ninety Degrees Fahrenheit (90°), including heat index, shall be considered "inclement weather" for the purposes of this Section.

(2) It shall be unlawful for a Person to use, place, set, or cause to be used, placed, or set, any trap or other device for trapping or capturing any Animal upon any land or waters located in Warrick County, Indiana, that does not result in said Animal being captured painlessly or killed instantly.

ORDINANCE 2021-35

(3) It shall be unlawful for a Person, having placed a lawful trap, snare, or similar device in Warrick County, to fail to inspect and empty said trap, snare, or device at least once during every twenty-four (24) hour period in which the trap, snare, or device is in place.

Penalty, see § 131.99

§ 131.25

ANIMALS IN HEAT.

An Animal in heat shall be confined in a secure building, enclosure, or Kennel so as to prevent the Animal from being a Nuisance, except during instances of planned breeding.

Penalty, see § 131.99

§ 131.26

KENNEL ENCLOSURES; INSPECTIONS.

(A) The Primary Enclosures for dogs and cats in Kennels shall be constructed and maintained so that the dogs and cats are able to stand, sit, lie down, and turn about freely and easily, to stand and to sit and lie down in a comfortable position. No more than three (3) Adult dogs or cats shall be housed in the same Primary Enclosure. All primary enclosures shall provide appropriate exercise floor space as provided in this Chapter.

(B)

The Animal Control Officer or any Warrick County Health Department official shall have the right to inspect all permanent or mobile Kennels, pet shops, Grooming Shops, and Animal Welfare Organizations, including, without limitation, shelters, rescues, and foster homes, and/or riding schools or stables at any time during normal business hours.

Penalty, see § 131.99

§ 131.27

IDENTIFICATION.

(A) An Owner shall maintain permanent identification for any Domestic Animal kept as a pet that states the Owner's first and last name and a phone number to contact the Owner. Said identification may be in the form of one (1) or more of the following:

- (1) An identification tag affixed to a collar or harness that is securely worn around the Animal's neck;
- (2) A collar with an engraved plate that is securely worn around the Animal's neck;
- (3) A collar that states the necessary information required under this Section that is legibly visible in permanent marker and which is securely worn around the Animal's neck; or

ORDINANCE 2021-35

(4) A Microchip.
Penalty, see § 131.99

IMPOUNDMENT & RELINQUISHMENT

§ 131.30 IMPOUNDMENT OF ANIMALS.

The Animal Control Officer, upon reasonable belief that an animal classified as a Domestic Animal or Livestock, as defined herein, is not being provided with adequate food, water, exercise, ventilation, and/or sanitary shelter, or is otherwise being cruelly treated, shall impound the Animal and proceed as is provided in Sections 131.30 through 131.34 of this Chapter.

(BC Ord. 1992-2, passed 2-10-92)

§ 131.31 RECORDS; NOTICE OF IMPOUNDMENT.

Immediately after impounding any Animal as a result of a violation of the provisions of this Chapter, it shall be the duty of the Animal Control Officer to enter upon the records of the impounding and a description of the animal impounded. Public notice of the impounding of all Animals shall be given by posting one (1) copy of such notice at the Animal Control Facility.

§ 131.32 REDEMPTION OF ANIMAL.

(A) *Redemption Period.* Any Animal, including Livestock, that is not redeemed by its Owner within six (6) days after the posting of such notice shall immediately become the property of Warrick County Animal Control and be subject to disposition by the Warrick County Health Department, or its designee, in accordance with Section 131.33, below.

(B) Except as otherwise provided, the Owner of any impounded Animal, including Livestock, may redeem said impounded Animal prior to the expiration of the Redemption period by meeting the following requirements:

- (1) The Owner must be eighteen (18) years or older;
- (2) Paying the sum of Fifteen and 00/100 Dollars (\$15.00) for each day said Animal has been impounded, up to and including the day of redemption. Impoundment fees may be modified by Warrick County Animal Control, from time to time, according to its discretion;
- (3) Paying to vaccinate the Animal for rabies, if needed;

ORDINANCE 2021-35

(4) Paying any expenses associated with the implantation of a Microchip in any Animal, excluding Pocket Pets or Livestock;

(5) Paying any expenses provided to the Animal for adequate housing, food, medicine, and/or reasonable and necessary veterinary care.

(C) After an Animal's third impoundment, excluding Pocket Pets and Livestock, Owner of said Animal shall pay any expenses to spay or neuter said Animal. Fees and expenses payable for the spaying and neutering of an Animal under this Section are determinable by Warrick County Animal Control and may be modified from time to time.

(D) Upon an Animal's fourth impoundment, or upon the impoundment of an Animal belonging to the same Owner who, in the aggregate, has had one (1) or more Animals impounded by Warrick County Animal Control no less than three (3) times during the immediately preceding two (2) years, said impounded Animal becomes the property of the Warrick County Health Department and shall not be redeemable by the Owner. By way of example only, if, within a two (2) year period, one Animal belonging to an Owner is impounded three (3) times, and a second Animal belonging to the same Owner is subsequently impounded within two (2) years of the initial impoundment of the first Animal, then upon the second Animal's impoundment, said Animal becomes the property of the Warrick County Health Department and shall not be redeemable by the Owner.

(E) An Owner's attempted sale or other disposition of an Animal that is impounded at a Warrick County Animal Control facility does not affect the application of this Chapter.

(F) Notwithstanding anything herein to the contrary, prior to Warrick County Animal Control releasing an Animal to a Person under this Chapter, Warrick County Animal Control in its sole and absolute discretion, may require said Animal to be implanted with a Microchip. The cost of such implantation shall be paid by the Owner. Fees and costs associated with implanting a Microchip in an Animal for purposes of identification are to be determined by Warrick County Animal Control and may be modified from time to time, according to its discretion.

(G) An Owner in violation of this Chapter shall not be permitted to redeem a dog determined to be a Dangerous Dog pursuant to Section 131.12.

§ 131.33 DISPOSITION OF UNCLAIMED ANIMALS.

(A) Any Domestic Animal not reclaimed by its Owner within six (6) days of the posting of notice of impoundment at the Animal Control Facility shall be eligible for either adoption, rescue, or euthanasia, whichever is necessary, in the discretion of Warrick County Animal Control, to carry out the intent of this Chapter.

ORDINANCE 2021-35

(B) *Adoption.* Adoption of an unclaimed Animal from Warrick County Animal Control requires the following:

(1) The adopting party to pay for a rabies vaccination of said Animal, if the Animal is one requiring rabies vaccination under the laws of the State of Indiana or by this Chapter;

(2) By paying a fee of Ten and 00/100 Dollars (\$10.00) for any Animal six (6) months of age or older, or a fee of Five and 00/100 Dollars (\$5.00) for any Animal under the age of six (6) months. Notwithstanding the foregoing, the cost of an Animal that is already spayed or neutered at the time of adoption is Twenty and 00/100 Dollars (\$20.00) less the amount of the rabies vaccination fee. Adoption fees may be modified by Warrick County Animal Control from time to time, according to its discretion; and

(3) In the event the Animal to be adopted has not been spayed or neutered, the Animal shall be spayed or neutered prior to finalization of the Adoption. The Animal shall be spayed or neutered at the Animal Control Facility, at no charge in Warrick County to perform the necessary surgery to spay or neuter the Animal. The Animal Control Officer shall deliver the Animal to the veterinarian's office for such surgery.

(C) *Rescue.* Rescue of an unclaimed Animal from Warrick County Animal Control requires the following:

(1) The rescuing party pay a fee of:

- (a) Five and 00/100 Dollars (\$5.00) for an Animal less than six (6) months of age.
- (b) Ten and 00/100 Dollars (\$10.00) for an Animal six (6) months of age or older.
- (c) Fifteen and 00/100 Dollars (\$15.00) for a litter of offspring and the litter's mother.

Rescue fees may be modified by Warrick County Animal Control, from time to time, according to its discretion.

(2) Each rescuing party be approved by Warrick County Animal Control for the rescue of the unclaimed Animal and have a completed Rescue Application on file at the Warrick County Animal Control office. Rescue Applications are available at the Warrick County Animal Control office.

(D) *Euthanasia.* The decision to euthanize an unclaimed Animal shall be made at the sole discretion of Warrick County Animal Control.

ORDINANCE 2021-35

§ 131.34

RELINQUISHMENT OF ANIMALS.

- (A) Only those Animals that have been found in Warrick County may be surrendered to Warrick County Animal Control.
- (B) A Person must complete and sign an intake card provided by Warrick County Animal Control before surrendering an Animal to Warrick County Animal Control.
- (C) Animals that are surrendered to Warrick County Animal Control shall immediately become the property of Warrick County and placed for disposition.
- (D) In its sole discretion, Warrick County Animal Control may provide euthanasia services of Animals upon request, following the completion of a Euthanasia Request form provided to the requesting party by Warrick County Animal Control. Warrick County Animal Control shall require the party requesting said service to pay any costs associated therewith. The decision to euthanize an Animal pursuant to this Section shall be made at the sole discretion of Warrick County Animal Control.
- (E) Stray Animals shall be impounded for six (6) days, commencing the day the Animal is impounded, as long as space allows and the Animal, in Warrick County Animal Control's discretion, is in good health. If Warrick County Animal Control determines the Animal is sick, contagious, suffering, or extremely dangerous, the Animal may be humanely euthanized in accordance with Warrick County Animal Control procedure.
- (F) Animals that pose a danger to Warrick County Animal Control employees and staff and that are without a means of identification may be euthanized at the discretion of Warrick County Animal Control.

§ 131.40

RABIES VACCINE REQUIRED.

- (A) No Owner shall possess within Warrick County any Animal three (3) months of age or older that is required by law to have a rabies vaccination, unless such Animal has been immunized by a licensed veterinarian with a rabies vaccine of a type approved by the State Board of Health, and the Warrick County Board of Health. In accordance with Indiana State law, one (1) year and three (3) year vaccines may be used according to approved label directions.
- (B) In no case shall more than the period prescribed on the vaccine label, whether one (1) year or three (3) years, lapse between an Animal's rabies vaccination.

Penalty, see § 131.99

ORDINANCE 2021-35

§ 131.41

KNOWLEDGE OF RABIES OR ANIMAL BITE TO BE REPORTED TO OFFICIALS.

- (A) Any Person who has knowledge or a reasonable belief that an Animal is afflicted with rabies shall immediately notify the Animal Control Officer, the Warrick County Sheriff's Department, or the Warrick County Health Officer.
- (B) Whenever an Animal bites a Person or another Animal, the Owner of said biting Animal shall immediately notify the Animal Control Officer.

Penalty, see § 131.99

§ 131.42

BITE REPORTS.

- (A) Following receipt of an animal bite report, the Animal Control Officer shall determine if the Animal accused of biting is likely to have caused serious injury to the alleged victim, and if the accused animal has been properly inoculated with a rabies vaccine.
- (B) After investigation, if the Animal Control Officer concludes the victim has been seriously injured and the alleged animal is likely to have caused the injury, then the Owner of the Animal accused of biting shall surrender the Animal to the Animal Control Officer for quarantine. In the alternative, the Owner of the Animal accused of biting shall surrender the Animal to the Animal Control Officer for quarantine. If the Animal is located in Warrick or Vanderburgh County for quarantine, an Owner of an Animal who refuses to surrender the Animal to the Animal Control Officer or a licensed veterinary physician for quarantine upon request violates this Chapter and shall be subject to the specific penalty provisions of § 131.99(D).
- (C) Upon receipt of an animal bite report, the Animal Control Officer may enter upon private property, excluding closed buildings, if he or she has reasonable grounds to believe that a biting Animal is located on said property.
- (D) Upon taking possession of a biting Animal, or an Animal accused of biting, the Animal Control Officer shall order the Animal to be held in quarantine for a period of ten (10) days. In the absence of evidence of a rabies immunization, the Animal shall be held in quarantine for ten (10) days. If the Animal Control Officer determines that the Animal accused of biting has been properly inoculated with a rabies vaccine, the Animal may, at the discretion of the Animal Control Officer, be quarantined in the home of the Owner or other responsible person if the Owner of the Animal agrees in writing to comply with all of the provisions of the Home Quarantine Guidelines issued by the State of Indiana. The Home Quarantine Guidelines shall include, without limitation, the following:

ORDINANCE 2021-35

- (1) The Warrick County Health Officer, or the Animal Control Officer, shall appoint a licensed veterinarian to examine the Animal at the end of a ten (10) day quarantine period. The Owner of the Animal accused of biting shall be responsible for the costs incurred in examining the Animal, as well as a boarding fee of Fifteen and 00/100 Dollars (\$15.00) per day, which costs shall be paid prior to the release of the Animal at the end of the quarantine period. If the Animal is quarantined at a veterinary facility of the Owner's choice, the Owner shall be solely responsible for the costs and care of the Animal in said facility.
- (2) If, at the end of the ten (10) day quarantine period, the veterinarian appointed by the Warrick County Health Officer or the Animal Control Officer reasonably believes that the Animal is not afflicted with rabies, said Animal shall be released from quarantine contingent upon the following:
 - (a) Compliance with the payment requirements set forth in Section 131.33;
 - (b) Compliance with the inoculation requirements set forth in this Section; and
 - (c) Payment of veterinary expenses for examination during quarantine required under this Section.
- (3) If an Animal dies at any time during a ten (10) day quarantine period, the Animal's head shall be sent to the Indiana State Department of Health for examination. Any costs incurred by Warrick County in connection with such examination shall be the responsibility of the Owner of the Animal and paid upon notice thereof.
- (4) No Animal shall be destroyed or otherwise disposed of at any point during the ten (10) day period in which the Animal is quarantined without the express permission of the Warrick County Health Officer.

Penalty, see § 131.99

ADMINISTRATION

§ 131.50 FUNDS DEPOSITED IN COUNTY HEALTH FUND.

All funds collected by Warrick County Animal Control shall be deposited in the Warrick County Animal Control Fund.

§ 131.51 RULES AND REGULATIONS FOR ANIMAL CONTROL FACILITY.

ORDINANCE 2021-35

- (A) The Warrick County Board of Health is authorized to expend annually in the construction, maintenance, and supervision of the Warrick County Animal Control Facility, the amount of money that is appropriated from the fund account of this Chapter, or so much as may be necessary, from the sums which may hereafter annually be appropriated for such purpose.
- (B) The administration of the Animal Control Facility and all employees thereof, and those engaged in its maintenance, shall be under the jurisdiction of the Warrick County Health Department and the Warrick County Health Officer, which Department and Officer are authorized to enforce the rules and regulations adopted by them in and about the facility, and to adopt such rules and regulations necessary in the discretion of the Warrick County Board of Health for the accomplishment of the intent and purposes of this Chapter.

§ 131.52 PERFORMANCE OF DUTIES.
No Person shall interfere in the performance of the duties under this Chapter by the Animal Control Officer, Warrick County Health Officer, and/or their employee(s) or designee(s). Penalty, see § 131.92

§ 131.53 VIOLATIONS.
The Animal Control Officer may issue a written notice of violation to Persons believed to be in violation of this Chapter, setting forth the nature of the offense.

§ 131.54 SUBSEQUENT VIOLATIONS.
A violation committed by a Person more than two (2) years after the most recent violation committed by the same Person shall constitute a subsequent violation for purposes of this Chapter.

- § 131.99 PENALTY.**
 - (A) The Warrick County Board of Health, or its designees, shall have the authority to set a reasonable fine for any violation of this Chapter. A copy of the current fee schedule shall be posted at the Animal Control Facility at all times.
 - (B) Notwithstanding the above, the penalty for a first offense of violation of this Chapter shall be a fine not to exceed One Hundred and 00/100 Dollars (\$100.00).

17

ORDINANCE 2021-35

- (C) Notwithstanding the above, the penalty for any subsequent violation of this Chapter shall be a fine not to exceed Five Hundred and 00/100 Dollars (\$500.00)
- (D) Notwithstanding the above, the penalty for the failure of an Owner to surrender an Animal accused of biting to the Animal Control Officer for quarantine in accordance with § 131.42(B) shall be a fine not to exceed Five Hundred and 00/100 Dollars (\$500.00).
- (E) Notwithstanding the above, any Person found in violation of this Chapter shall be responsible for filing fees incurred and attorney fees of up to Two Hundred Fifty and 00/100 Dollars (\$250.00) in the event the violation committed by the Person is the subject of litigation.

(Rest of page intentionally left blank)

18

ORDINANCE 2021-35

The above ordinance is passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 27th day of September, 2021.

BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

19

9-27-21
10-1-21
ORIGINAL
FOR B.S.
IN ATTACHED APPENDIX A.E.

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Commissioners THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER
(ATTAACH COPY)

DATE OF TRANSACTION: 11/03/2020 P.O. NO: _____ MILEAGE OR HOURS: _____
ACCOUNT NO: EXPENSE COVID LOCATION: COURTHOUSE
ESTIMATED LIFE EXPECTANCY: 10 YEARS

SERIAL OR VIN NUMBER: CZHE3R13 TRUCKS ONLY
TOTAL/PARTIAL VALUE OF ASSET: _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
(ATTACH POLICE REPORT)
DETERMINED, AND DATE BOARD APPROVED) _____ END-OF-LEASE _____
DATE BOARD APPROVED: 9-27-21 (ATTACH COPY OF MINUTES) _____
DATE BOARD APPROVED: _____
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: A. Vigilon HDNVR6RM192TB, Windows Server 2016
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH
SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: _____
YEAR: _____

GROSS VEHICLE WEIGHT: _____
IF DISPOSED - METHOD: _____ TRUCKS ONLY
STOLEN/WRECKED _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: _____ END-OF-LEASE _____
DATE BOARD APPROVED: _____
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
PERSON RESPONSIBLE: Roger E. Emmons SIGNATURE: [Signature] ROGER E. EMMONS, President
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: [Signature] ROGER E. EMMONS, Administrator
IF TRANSFERRED _____ RECEIVING PERSON'S SIGNATURE: _____
PRINTED NAME: _____

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

COPY

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Commissioners THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER
(ATTAACH COPY)

DATE OF TRANSACTION: 11/03/2020 P.O. NO: _____ MILEAGE OR HOURS: _____
ACCOUNT NO: EXPENSE COVID LOCATION: COURTHOUSE
ESTIMATED LIFE EXPECTANCY: 10 YEARS

SERIAL OR VIN NUMBER: CZHE3R13 TRUCKS ONLY
TOTAL/PARTIAL VALUE OF ASSET: _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
(ATTACH POLICE REPORT)
DETERMINED, AND DATE BOARD APPROVED) _____ END-OF-LEASE _____
DATE BOARD APPROVED: 9-27-21 (ATTACH COPY OF MINUTES) _____
DATE BOARD APPROVED: _____
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: A. Vigilon HDNVR6RM192TB, Windows Server 2016
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH
SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: _____
YEAR: _____

GROSS VEHICLE WEIGHT: _____
IF DISPOSED - METHOD: _____ TRUCKS ONLY
STOLEN/WRECKED _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 9-27-21 (ATTACH COPY OF MINUTES) _____
DATE BOARD APPROVED: _____
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
PERSON RESPONSIBLE: Roger E. Emmons SIGNATURE: [Signature] ROGER E. EMMONS, President
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: [Signature] ROGER E. EMMONS, Administrator
IF TRANSFERRED _____ RECEIVING PERSON'S SIGNATURE: _____
PRINTED NAME: _____

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

9-27-21
10-1-21
ORIGINAL
FOR B.S.
IN ATTACHED APPENDIX A.E.

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: _____ THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER CARES ACT-CL
(ATTAACH COPY)

DATE OF TRANSACTION: 9/24/2021 P.O. NO: 21-476
ACCOUNT NO: Fund: 1000 31116.000.0068 MILEAGE OR HOURS: _____
ESTIMATED LIFE EXPECTANCY: Unknown

SERIAL OR VIN NUMBER: #1 100052 #2 100053 TRUCKS ONLY
TOTAL/PARTIAL VALUE OF ASSET: (2) at \$10,499.00 each TOTAL VALUE = \$20,998.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: (2) LIFESAVER C2 System / Purchased from: Mountain Horse Solutions
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH
SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: _____
YEAR: _____

GROSS VEHICLE WEIGHT: _____
IF DISPOSED - METHOD: _____ TRUCKS ONLY
STOLEN/WRECKED _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 9-27-21 (ATTACH COPY OF MINUTES) _____
DATE BOARD APPROVED: _____
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
PERSON RESPONSIBLE: James R. Givens SIGNATURE: [Signature] JAMES R. GIVENS, President
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, NOW
DETERMINED, AND DATE BOARD APPROVED)
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: _____ RECEIVING PERSON'S SIGNATURE: _____
PRINTED NAME: _____

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

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: PURCHASE XDONATION LEASE TRANSFER
(ATTACH COPY)

10-1-21
ORIGINAL
TO B.J. R.E.

DATE OF TRANSACTION: 8/31/2021 P.O. NO:
ACCOUNT NO: ESTIMATED LIFE EXPECTANCY: UNKNOWN MILEAGE OR HOURS:
CIP NUMBER: LOCATION:
SERIAL OR VIN NUMBER: 044737
TOTAL/PARTIAL VALUE OF ASSET: \$5000.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: AM General M998 1986 Humvee Donated from Newburgh Police Department to Warrick County Emergency Management Agency

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: General Motors MODEL NO: M998
YEAR: 1986 LICENSE NO:

GROSS VEHICLE WEIGHT: TYPE OF FUEL: DIESEL
IF DISPOSED - METHOD: SOLD \$ TRUCKS ONLY JUNKED
(ATTACH POLICE REPORT) TRADED TRANSFERRED TO: SCRAPPED
DATE BOARD APPROVED: 9-3-21
(ATTACH COPY OF MINUTES)

DATE BOARD APPROVED: DATE COUNCIL APPROVED:
(REAL PROPERTY ONLY) (REAL PROPERTY VALUE \$9,999) -
PERSON RESPONSIBLE: SIGNATURE: REGISTERED NAME: PHILIPPE, President
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: REGISTERED NAME: Administrator
IF TRANSFERRED: SIGNATURE: REGISTERED NAME: SAAT Director
RECEIVING PERSON'S SIGNATURE: PRINTED NAME:

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

Prescription Program

Effective Date: January 1, 2022

INTRODUCTION
Warrick County Government Employee Benefit Plan (the "Employer") sponsors the Warrick County Government Employee Benefit Plan (the "Plan").

The Plan has two components: (1) this document which describes the prescription benefits available through the plan ("Rx Program"); and (2) the medical component administered by Meritain ("Medical Component Plan"). Prescription benefits provided under the Rx Program are described in this document and are subject to the terms and conditions of the plan. Non-prescription medical benefits are available under the Medical Component Plan. Under no circumstance shall benefits be covered under both the Rx Program and the Medical Component Plan. This document and the Medical Component Plan are deemed to be the plan document and summary plan description. For purposes of simplicity, this document incorporates by reference the following provisions from the Medical Component Plan: Eligibility; enrollment and termination of coverage; coordination of benefit provisions; HIPAA Privacy and Security Rules; the appeal procedures (except as modified herein); COBRA continuation of coverage; subrogation and reimbursement rights; exclusions and limitations and ERISA information and rights; all of which shall be deemed to be fully set forth herein.

RETAIL PHARMACY

As a Participant in the Medical Component Plan, you are eligible for prescription benefits under the Rx Program. Your eligibility for benefits under the Rx Program ends on the date your coverage ends under the Medical Component Plan. The Rx Program uses a network of preferred pharmacies ("Participating Providers") that have contracted with the Rx Program to charge Participants reduced fees for covered prescription drugs. In addition, certain drugs must be purchased at designated pharmacies. TrueScripts Management Services, LLC ("TrueScripts") provides claims processing and ministerial services for the Rx Program (but is not an insurer). Any reimbursement by the Rx Program is determined per prescription ("Script") by the reimbursement levels described herein, which is applied to each covered drug charge and is shown on the Schedule of Benefits. Scripts that exceed the identified per script annual limit will be excluded and not considered eligible expenses under the Plan or this Rx Program.

PARTICIPATING PHARMACY

If a drug is purchased from a nonparticipating pharmacy or a participating pharmacy when the covered Participant's ID card is not used, the Participant must pay the entire cost of the prescription, including copay, and then submit the receipt for direct reimbursement to TrueScripts at 513 E. South St., Washington, IN 47501 or www.truescripts.com, subject to the terms of the Rx Program. PARTICIPATING PHARMACY: The Rx Program has a network of participating retail pharmacies. You can find a local retail pharmacy by visiting www.TrueScripts.com and navigating to the Pharmacy Locator section or by calling TrueScripts at (844) 257-1955. Participating Providers will change, so you should check the above website or contact TrueScripts at the above phone number prior to obtaining pharmacy services or products. Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2022

DESIGNATED PHARMACY

If you require certain prescription drugs, TrueScripts may direct you to a designated pharmacy with which it has an arrangement to provide those prescription drugs. These drugs are listed on the formulary that can be found at www.trueScripts.com or by calling TrueScripts at (844) 257-1955.

REIMBURSEMENT LEVELS

Benefits for eligible drugs are available for prescription drugs that are considered a covered expense as set forth in this document. The Rx program is a tiered drug program. The tiers are defined as follows: The drugs described below, subject to other exclusions described later in this summary. All prescription drugs covered by the Rx Program are categorized into these tiers on the Preferred Drug Formulary (PDF). The tier status of a prescription drug can change periodically, as frequently as monthly, based on TrueScripts' PDF Management Committee's periodic tier decisions. When that occurs, you may pay more or less for a prescription drug, depending on its tier assignment. Since the PDF may change periodically, for the most current information, call TrueScripts at (844)-257-1955. See the separate section below for Specialty Drugs.

Each tier is assigned a reimbursement level which is the amount the Rx Program pays. You will also pay a copay/coinsurance when you visit the Pharmacy. As an example, here is how the tier system works with 3 tiers:

1. Generic Tier is the lowest copay. For the lowest out-of-pocket expense, you should consider Generic Drug Tier drugs if you and your prescriber decide they are appropriate for your treatment.
2. Preferred Brand Tier is your middle copay. Consider a Preferred Brand Tier drug if no Generic Tier drug is available to treat your condition.
3. Non-Preferred Brand Tier is your highest copay. The drugs in Non-Preferred Brand Tier are usually higher. Sometimes there are alternatives available in the Generic Tier or Preferred Brand Tier.

You are responsible for your deductible, if any, and paying the lowest of:

1. The applicable copay.
2. The network pharmacy's Usual and Customary Charge for the prescription drug; or
3. The prescription drug charge that TrueScripts agreed to pay the network pharmacy.

Pharmacy benefits apply only if your prescription is for an eligible expense. For excluded charges, you are responsible for paying 100% of the cost, and those charges do not count towards deductibles or maximum out of pocket. Amounts more than the Rx program's specialty drug per script maximum are excluded. TrueScripts will assist Participants seeking reimbursement from third party resources but makes no guarantees.

Other programs or services, which may reduce a participant's copay as outlined below, may be implemented by the Plan Administrator or procedurally changed by TrueScripts if, in their discretion, and management of the plan, the program or service will benefit the plan and participant and there is a likelihood that plan and/or participant expenses will be reduced over the longer term. Please see the Exclusion Section regarding the treatment of drugs for which manufacturers provide rebates, discounts, or other payment methods.

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2022

Page 3 of 13

The Plan Sponsor may offer multiple levels of formularies (referred to as "Level 1," "Level 2," etc.). If a plan Sponsor adopts a multiple level formulary, participants will be automatically enrolled for benefits under the Level 1 Formulary, the terms of which are described herein. Upon request or if TrueScripts believes it is beneficial, a Participant will be provided information regarding the other level(s), including enrollment opportunities, the amount of the premium equivalent a Participant will pay for enrolling in the enhanced level(s), and other terms of such level(s). This information is also available by calling TrueScripts at (844)-257-1955.

SCHEDULE OF BENEFITS PER PERSON

Plan Name: HDHP with H.S.A

Co-Insurance	1 - 30 DAY SUPPLY	31 - 90 DAY SUPPLY
Generic	100% until deductible met / \$0.00 after deductible met	100% until deductible met / \$0.00 after deductible met
Brand Preferred	100% until deductible met / \$0.00 after deductible met	100% until deductible met / \$0.00 after deductible met
Brand Non-Preferred	100% until deductible met / \$0.00 after deductible met	100% until deductible met / \$0.00 after deductible met

SPECIALTY	1 - 30 DAY SUPPLY	31 - 90 DAY SUPPLY
Specialty Tier 1	100% until deductible met / \$0.00 after deductible met	Not Covered
Specialty Tier 2	100% until deductible met / \$0.00 after deductible met	Not Covered
Specialty Tier 3	20% to \$550.00 maximum	Not Covered
Specialty Tier 4	20% to \$2,000.00 maximum	Not Covered
Specialty Tier 5	20%	Not Covered
Specialty Tier 6	50%	Not Covered

Deductible	RX & Medical Combined / Individual \$1,500.00 / Family \$3,000.00
Max Out of Pocket	RX & Medical Combined / Individual \$2,500.00 / Family \$5,000.00

* Family Deductible and Family Max OOP are not embedded. If group health plan is intended to be a high deductible health Plan (HDHP), benefits will be processed to maintain HSA eligibility.

Plan Name: PPO

Copay	1 - 30 DAY SUPPLY	31 - 90 DAY SUPPLY
Generic	\$10.00	\$10.00
Brand Preferred	\$20.00	\$20.00
Brand Non-Preferred	\$20.00	\$20.00

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2022

Page 4 of 13

SPECIALTY	1 - 30 DAY SUPPLY	31 - 90 DAY SUPPLY
Specialty Tier 1	\$10.00	Not Covered
Specialty Tier 2	\$20.00	Not Covered
Specialty Tier 3	20% to \$550.00 maximum	Not Covered
Specialty Tier 4	20% to \$2,000.00 maximum	Not Covered
Specialty Tier 5	20%	Not Covered
Specialty Tier 6	50%	Not Covered

Deductible	N/A
Max Out of Pocket	RX & Medical Combined / Individual \$8,550.00 / Family \$17,100.00

* Family Max OOP is embedded. If group health plan is intended to be a high deductible health Plan (HDHP), benefits will be processed to maintain HSA eligibility.

The portion of a covered expense that is actually paid by the Participant will apply towards deductibles and coinsurance under Medical Component plan only if you enroll in the Integrated Medical Component Plan. Deductibles, coinsurance, and co-pays apply towards applicable out of pocket limits.

SPECIALTY PHARMACY SCHEDULE OF BENEFITS PER PERSON

- "Specialty Drugs" are medication that share one or more of the following characteristics:
- 1) Prescribed for rare, acute, or chronic medical condition.
 - 2) Treats rare or orphan disease diagnoses.
 - 3) Requires additional patient education, assessment, adherence, and support.
 - 4) Can be difficult to administer.
 - 5) Is an oral, injectable, inhalable, or infusible medication.
 - 6) Has unique shipment or storage, or other special handling requirements.
 - 7) Is usually supplied by a limited pharmacy network.
 - 8) High cost per fill.

A prior authorization is required for all Specialty Drugs, a list of which can be obtained by calling TrueScripts at (844) 257-1955. First time dispensing of a Specialty Drug may be limited to less than a 30-day supply when not prepackaged for a larger quantity. Additionally, a maximum unit of measure quantity limit per member may apply to Specialty Drugs. Specialty Drugs may only be available through a designated specialty pharmacy. Specialty Drugs are categorized into the above Copay Tiers under Schedule of Benefits or as determined by TrueScripts' PDF Management Committee.

For specialty drug maximum unit of measure quantity limit coverage per person/calendar year and Specialty Drug copay/coinsurance coverage per person/calendar year, please refer to the Member Guide. Further, some Specialty Drugs may be excluded from a formulary level. A participant who is prescribed a Specialty Drug should contact TrueScripts Member Care at the above phone number to determine if the Specialty Drug is excluded from the Participant's Formulary Level and to determine if other Formulary Levels are available to the Participant that cover the Specialty Drug.

DIRECT PARTICIPANT REIMBURSEMENT

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2022

Page 5 of 13

5. Penalties,
6. Expenses reimbursed, waived, or covered through manufacturer or third-party assistance programs or discount programs;
7. Programs or benefits above the applicable generic copy that the Participant would have paid as outlined in the "Dispensed as Written Drug Provision," and/or
8. Any cost related to a drug that is partially or wholly excluded.

PRIOR AUTHORIZATION REQUIREMENT

TrueScripts has been retained by the Plan Administrator to provide Prior Authorization services for a particular set of drugs. The plan has approved a predetermined set of criteria to be applied to this Prior Authorization process. For a drug which is subject to Prior Authorization to be covered by this Rx Program, the participant must first obtain prior authorization from TrueScripts. TrueScripts will fax the necessary forms to obtain authorization before the drug is purchased. TrueScripts will fax the necessary forms to obtain the information necessary to determine whether the drug will be a covered expense, based upon the predetermined set of criteria and the information supplied by the prescriber. TrueScripts will notify the pharmacy/Participant or prescriber who submitted the request for Prior Authorization within 72 hours (once the letter of medical necessity is received from the prescriber) that the drug is or is not covered by the Plan. The request for Prior Authorization is considered to be a pre-service claim as described in the U.S. Department of Labor Regulations 2560.503-1 (issued November 21, 2000). TrueScripts authorization is not a guarantee that the drug is eligible for payment under the Rx Program or Plan.

The Rx Program may include a Step Therapy program which promotes the utilization of certain Preferred Drugs in specific drug categories such as cholesterol lowering statins and proton pump inhibitors (gastro-intestinal agents); however, others may be identified. Certain drugs have been identified which will not be covered under the Step Therapy program, but have not been followed and a prior authorization is required under the Plan. The program has not been followed and a prior authorization is required for a minimum number of alternative drug treatments and that they did not successfully treat the Participant's condition. If a medication the participant is taking is identified as a Step Therapy drug, the Participant is not required to change medications, but it will not be covered under the Rx Program unless approved through TrueScripts. For more information on this Step Therapy program, please contact TrueScripts at (844) 257-1955 or visit www.truescripts.com.

For a list of drugs that require prior authorization, please visit www.truescripts.com or by calling (844) 257-1955.

APPEALING A DENIED CLAIM OR PRIOR AUTHORIZATION

Procedures to appeal denial of claims, services or pre-authorization requests are set forth in the Medical Component Plan and are deemed incorporated herein. However, all appeals for Rx Program shall be sent to and administered by:

TrueScripts Management Services, LLC, C/O Appeals Dept.,
513 E. South St.,
Washington, IN 47501.

TrueScripts has the discretionary authority to determine the right to benefits and any appeals under the Rx Program.

EMERGENCY SUPPLY

For covered medications and in instances in which a Prior Authorization cannot be immediately obtained, Participants may receive and be reimbursed for up to a 72-hour supply of a covered outpatient drug as an "emergency supply." Such emergency supply must be obtained in accordance with the Rx Program.

PREVENTIVE CARE SCHEDULE OF BENEFITS PER PERSON PER CALENDAR YEAR

The Plan routinely covers exams and screenings that prevent and identify early certain medical conditions. In accordance with the Affordable Care Act, the Rx Program covers services for preventive care at 100%.

Contraceptive Preventive Care

The Rx Program will cover certain contraceptive preventive care prescriptions or devices for women without cost sharing. Coverage without cost sharing means women can receive the prescriptions or devices without having to pay a deductible, coinsurance, or copayment.

There are some contraceptive prescriptions for which participants will have to pay a deductible, copayment, or coinsurance. To minimize your out-of-pocket pharmacy costs, follow the below guidelines for prescriptions that will be covered with no cost sharing.

The Rx Program benefits cover female contraceptive prescriptions with no cost sharing for participants receiving these drugs or devices for the prevention of pregnancy that are:

1. Prescribed by a prescriber,
2. Generic,
3. Brand-name drugs without a generic or therapeutic equivalent, and
4. Obtained from an in-network pharmacy.

The Rx Program will also cover brand name drugs where a generic is available with no cost sharing if approved thru the TrueScripts Prior Authorization process. Contraceptives not included in the above will be covered at the applicable participant's cost share.

Additional Preventive Care

Additional preventive prescription drug benefits covered according to the Affordable Care Act include the following if:

1. Prescribed by a licensed prescriber,
2. Are generic,
3. Are brand-name drugs without a generic equivalent, and
4. Are obtained from an in-network pharmacy.

Aspirin	Quantity Limit: 1/day	Aspirin products up to 325mg.	Clenbutolol, Glaxipril, Glaxin Kit, Goxily, Moviprep, Nulytely, Osmoprep, PEG 3350, Peg-Prep, Plenvu, Suprep.
Bowel prep medications	Age limit 45-75 years of age	All prescription products, including OTCs if processed as a prescription. Brand name will be covered only if it doesn't have a generic.	

Fluoride - Chemoprevention of dental cavities	Age limit ≤ 6 years of age	Sodium fluoride products only, not in combination. Sodium fluoride tab 0.5mg tab, 0.25mg - 0.5mg chew tab, 0.25mg - 0.5mg solution	Sodium fluoride tab 0.5mg - 1mg Sodium fluoride chew tab 0.25mg - 0.5mg Sodium fluoride solution
Folic Acid - Supplementation with folic acid	Women planning or capable of pregnancy	Folic acid products only, not in combination.	Folic Acid tab 0.4mg and 0.8mg.
Vitamin D for fall prevention	Age limit ≥ 65 years of age	Vitamin D	Alcovastatin 10mg, 20mg, 40mg, 80mg, 100mg, 200mg, 400mg, Lovastatin 10mg, 20mg, Rosuvastatin 5mg, 10mg, Simvastatin 10mg, 20mg, Simvastatin 5mg, 10mg.
Breast Cancer	Females only, ages ≥ 35 years of age	Prescribed chemoprevention medications for women at increased risk of breast cancer.	Anastrozole 1mg, Exemestane 25mg, Raloxifene 60mg, and Tamoxifen 10mg, 20mg.
Iron supplements	Age limit 6 to 12 months infants for anemia	All dosage forms covered.	Enkeleabine and Tenofexir disoproxil fumarate 200mg/300mg (Generic Truvada).
PRP	PRP diagnosis only	Generic Truvada	
Immunizations	Any prescribed vaccination administered at a pharmacy.	Age limit ≥ 50 years of age for Shingrix and Zostavax	
Tobacco Cessation	Up to a 90-day supply of cessation products for use within the 12-week treatment time frame.	The prescriber must prescribe a 90-day supply of cessation products for use within the 12-week treatment time frame.	Nicotine patches, gum, inhalers, and vapes may require Step Therapy).

Other Terms
The Plan Administrator may approve certain charges or expenses that are otherwise excluded if it determines, in its sole discretion, that the Plan and participant will benefit, and there is a likelihood that Plan expenses will be reduced over the longer term. If third party funding, discount, or rebate is available, TrueScripts may allocate up to the total amount available proportionately over the remaining calendar months in the Plan Year and treat such proportionate amount as an excluded expense in each respective month.

When Participation Begins
Upon enrollment in the Medical Component Plan, you will be able to access prescription benefits under the Rx Program.

When Your Participation Ends
Your participation in the Rx Program ends on the date you are no longer covered under the Medical Component Plan.

MISCELLANEOUS

General

1. The Employer reserves the right to amend, modify, or terminate the Rx Program.
2. Neither the Employer nor the service providers guarantee the tax consequences of any reimbursements under this Rx Program.
3. Expenses which you claim as deductions or credits on your Federal Income Tax Return cannot be reimbursed under the Rx Program.

Oral Statements

No oral statement of any person shall:
1. Modify or otherwise affect the benefits, limitations, or exclusions of the Rx Program,
2. Convey or void any coverage,
3. Increase or reduce any benefits of the Rx Program, or
4. Be used in the prosecution or defense of a claim under the Rx Program.

Plan is not Worker's Compensation Insurance

The coverage provided under the Rx Program does not replace, supplement, or provide a substitute for benefits to which you are entitled under worker's compensation; occupational disease; and similar laws.

The Rx Program does not cover health services or expenses, directly or indirectly, related to such services that are provided or payable under worker's compensation, occupational disease, and similar laws:
1. When you refuse to accept the Employer's policy for treatment or reporting of a work-related illness/injury.
2. When you refuse to accept the Employer's policy for treatment or reporting of a work-related illness/injury.
3. When you have not abided by the Employer's policy for treatment or reporting of a work-related illness/injury.

Anti-Assignment

No participant, beneficiary, or any other person such as a guardian, shall have the right to assign, transfer, pledge, or otherwise encumber any benefit or right provided under the Rx Program, or any benefit or right provided under any other benefit plan. Any attempt to do so shall be null and void. No participant or beneficiary shall have the right to file claims or appeals, request information and the right to bring lawsuits seeking benefits, damages, or equitable relief. Any such attempted disposition thereof shall be void. Benefits will not be subject to attachment, garnishment, execution, or levy of any kind.

Notwithstanding the foregoing, this provision will not prevent direct payments to third party medical providers for the convenience of the Rx Program, the member, or claims administrator. The Plan Administrator may, in its sole discretion, determine the validity of any assignment to direct the payment of benefits to a third party and does not guarantee that the payment will be made under the Rx Program. Any payment to a third party shall not be construed to give such party any rights under the Rx Program, including any right to receive future payments or ERISA rights.


Terry J. Phillippe, President, Warrick County Commissioners

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
Phone: (812) 897-6120; Fax: (812) 897-6189
Email: WarrickCountyCommissioners@warrickcounty.in.gov

Terry J. Phillippe
September 16, 2021

Kathryn A. Nicely
Grant and Education Manager
Local Health Department Outreach Division
Public Health and Preparedness Commission
2 North Meridian Street, Section 2N
Indianapolis, IN 46204

Dan Sieglor

RE: Vehicle Purchase Procedure for Local Health Maintenance Funds
Agreement between Warrick County and Warrick County Health Dept.
RS 2022 DOLBY 500 RICHORN/LONESTAR CREW 4N4
VIN #: To Be Determined

Dear Ms. Nicely,

Given the Indiana BMV's change of rules regarding titling of vehicles, the Warrick County Commissioners' Office has been unable to have the above-referenced vehicle titled jointly to the Board of Commissioners and Health Department.

Therefore, please consider this as our written agreement between the Warrick County Commissioners (County) and the Warrick County Health Department whereby County acknowledges that the above-referenced vehicle is only to be used by the Warrick County Health Department.

Respectfully submitted:

By:  Terry J. Phillippe, President

By:  Karah Franz, Administrator
WARRICK COUNTY HEALTH DEPARTMENT

WARRICK COUNTY, INDIANA
PANDEMIC RELIEF FUND

Date: 09/27/2021

EXPENSE COVID Line Item Balance:

\$465,329.89

- Warrick County Commissioners
 - Installation of Avigilon Server & Connect to Existing Avigilon Site Previously Installed for the Judicial Center in response to COVID-19 – helps monitor amount of people entering at any given time, monitoring social distancing efforts, and can detect when people are not in compliance with COVID-19 measures (ERS Wireless). (\$84,838.50)

Total Warrick County Commissioners Expenses (\$84,838.50)

- Emergency Management
 - Purchase of 2 Lifesaver C2 Systems, 4 Lifesaver C2 Spare Filters, 2 Stands for C2, and 5 Jerry Can 10k Light Blue – Drinking Water solution for First Responders and Public need if the municipal water supply is compromised (Mountain Horse Solutions, LLC). (\$30,786.75)

Total Emergency Management Expenses (\$30,786.75)

- Health Department
 - Payment to Independent Contractor in Nurse Office of Health Department for hours worked July 26-August 20, 2021 (Riley Epperson). (\$1,182.60)

Total Health Department Expenses (\$1,182.60)

TOTAL EXPENSES: (\$116,807.85)

REMAINING EXPENSE COVID LINE ITEM BALANCE: \$348,522.04

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