

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 10, 2022
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 Heather Soberg 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
EXTENSION REQUEST
LEXINGTON ESTATES SUBDIVISION**

Commissioner Terry Phillippe: Okay. First area, I'm sorry, first order of business is Area Plan.

Molly Barnhill: Okay. We have two (2) Extension Requests. First one's Lexington Estates by First Federal Savings Bank, by Michael Carter, SVP. We're holding two (2) letters of credit for drainage at sixty-three-twenty-five (\$6,325.00), and streets at sixty-six-'o-three (\$6,603.00). They're requesting a one (1) year extension on both letters. They've had five (5) years and they expire November 17, 2022. And we do have a sign off on the County Engineer that the dollar amounts are sufficient.

Commissioner Terry Phillippe: Okay, very good. I'll entertain a motion.

Commissioner Bob Johnson: You wanna check with Bobby?

Commissioner Terry Phillippe: Yeah, looks good.

Commissioner Dan Saylor: You good?

Commissioner Bob Johnson: Make a motion to extend the, extend the funds for one (1) year.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

(Lexington Extension is located on Page 16 of these Official Minutes)

VILLAGE OF LEXINGTON II PUD

Molly Barnhill: Next one's Village of Lexington II PUD, First Federal Savings Bank, by Michael Carter, SVP. Holding a letter of credit at six hundred ninety dollars (\$690.00). They're asking for one (1) year at the same amount. They've had five (5) years. Expires November 17, 2022. And County Engineer has also signed off on this dollar amount.

Commissioner Dan Saylor: Bobby, how can we get a street construction for six hundred ninety dollars (\$690.00)?

Bobby Howard: The street's constructed. There's just a little bit of incidental work, I think, with an, is it an inlet on that one (1) or...?

Michael Carter: Yeah, I mean, we're just working out the punch list and have one (1) final submission for the whole neighborhood.

Commissioner Dan Saylor: Would, would not the letter of credit almost cost what this was going to...

Bobby Howard: Not when you're the bank.

Michael Carter: Right.

Commissioner Dan Saylor: Good point. Make a motion to approve.

Commissioner Bob Johnson: Second.

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

Commissioner Bob Johnson: Aye.

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

Michael Carter: Thank you.

(Village of Lexington Extension is located on Page 17 of these Official Minutes)

**REQUEST FOR EXTENSION OF SURETY
C-20-056**

Molly Barnhill: We have a Request for Extension of Surety. It's C-20-056, entrance construction for Lot 6 North Warrick Industrial Park, Section 3, at 11200 Industrial Park Drive for Hoo-cat Holdings LLC by Evan Beck, Managing Member. We're holding fourteen thousand two hundred one dollars (\$14,201.00) surety in escrow guaranteeing the drive completion. They've had two (2) years. They're requesting one (1) additional year at the same amount. The surety expires November 19, 2022, and the County Engineer's signed off on the dollar amount on this as well.

Commissioner Terry Phillippe: All good, Bobby?

Bobby Howard: Yes.

Commissioner Bob Johnson: Make motion to approve the extension.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

(C-20-056 is located on Pages 17 through 18 of these Official Minutes)

**REQUEST FOR REDUCTION OF SURETY
CHATHAM PLACE SUBDIVISION**

Molly Barnhill: We have a Request for Reduction of Surety. It's Chatham Place Subdivision by R.A. McGillem Custom Homes, LLC by Ron McGillem, Owner. Holding forty-two thousand three-seventy-seven point four-six (\$42,377.46) for street and drainage. Requesting one (1) additional year at seventeen thousand six hundred four and eighty cents (\$17,604.80). Letter of credit expires November 4, 2022. And the County Engineer has signed off on the dollar amount.

Commissioner Terry Phillippe: Okay. All good, Bobby?

Bobby Howard: Yes, sir.

Commissioner Bob Johnson: Make a motion to approve the reduction of surety.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

(Chatham Place is located on Pages 18 through 19 of these Official Minutes)

WOODFIELD IV SUBDIVISION

Molly Barnhill: Woodfield IV Subdivision, Woodfield Development, LLC by Steve Blankenberger, the owner. We're holding the letter of credit in the amount of eighteen thousand nine-hundred and fifty cents (\$18,991.50) for sidewalk construction. They're requesting one (1) additional year at a reduced amount of fourteen thousand two-hundred and fifty cents (\$14,239.50). They've had seven (7) years and this letter of credit expires November 4, 2022. County Engineer has signed off on the dollar amount.

Commissioner Dan Saylor: All good.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

(Woodfield Subdivision is located on Pages 19 through 20 of these Official Minutes)

REQUEST TO REZONE

PC-R-22-09

ORDINANCE 2022-23

Molly Barnhill: We have a Request to Rezone, PC-R-22-09. It's Indiana Valley, LLC by Mansoor Kahn, Member. Rezoning nine point one-six-one (9.161) acres on the south side of Stahl Road. Six hundred sixty (660) feet west of Stahl and Epworth Road from R-1A, One Family Zoning District and C-4, General Commercial to R-2B/PUD, Multi-Family Planned Unit Development. It's part of Lots 27 and 28 in Sweat's Sub, Ohio Township, 20-6-9. It was advertised in the Standard July 28, 2022. And the APC gave a six (6) to one (1) positive recommendation at their meeting held on September 12, 2022.

Glen Meritt: Glen Meritt with Cash Waggner. I don't have anything to add. I'll be happy to answer any questions anybody has.

Commissioner Terry Phillippe: Okay. Any questions from anyone?

Commissioner Bob Johnson: Sat through it several times.

Commissioner Terry Phillippe: Okay. Questions?

Kristine Georges: Ordinance number would be '23.

Molly Barnhill: Thank you.

Commissioner Terry Phillippe: Thank you. I suppose I'll entertain a motion.

Todd Glass: You have a petition to rezone, remonstrators for or against?

Commissioner Dan Saylor: Okay, yeah.

Commissioner Terry Phillippe: Any remonstrators? Anyone for or against the project? Let the record show no one (1) raised their hand or stood up.

Todd Glass: You're good to go.

Commissioner Dan Saylor: Make a motion to approve Ordinance 2022-23.

Commissioner Bob Johnson: I'll second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Glen Meritt: Thank you very much.

(Ordinance 2022-23 is located on Page 21 of these Official Minutes)

STREET CONSTRUCTION PLANS

PP-22-11 STAHL ROAD APARTMENTS PUD

Molly Barnhill: We have Street Construction Plans on the agenda for Stahl Road Apartments PUD. This is something that's been continued several times. Last time was the September 24th Commissioners' meeting. And I don't know, I do not have a signature on that request.

Bobby Howard: Yeah, I had the preliminary layout that Glen did send to me. I forwarded that to the MPO. And I'm waiting on their review.

Glen Meritt: I knew, I tried to touch base last week to see where we were at. They, I guess I, the only thing I wanted

to say, like I said, everything's been held up for the traffic study. They come back and wanted a passing blister put in on Stahl Road and the width of the passing blister that's required interferes with OHA's entrance on the other side of the road and we need to shorten it to fit in that particular space that's over there. And that's why I turned in that layout to Bobby last week trying to get feedback to make sure that was going to be something that was okay. So, that's kind of what we're waiting on. I don't know.

Bobby Howard: Yeah, we're just waiting on that review. I haven't got anything from them yet. I mean, as far as my review, I'm, I'm waiting on their comments before...

Glen Merritt: Right, that's, I didn't know for sure if it was something in house that could be approved and contingent on his review later or not. I know we've done that sometimes. But, it's completely up to the Board.

Bobby Howard: I'd recommended...

Glen Merritt: It's a private street, it's all internal. The only improvements are on Stahl Road, out in the right-of-way.

Commissioner Dan Saylor: You recommend to table it, Bobby? I make a motion to table to the October 24th meeting.

Commissioner Bob Johnson: I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Glen Merritt: Bobby, I got one (1) question. You haven't heard anything from MPO?

Bobby Howard: No, I checked again today to see where we're at.

Glen Merritt: Okay. If for some reason, we have to table it again, I'll just call beforehand.

Bobby Howard: Yeah, I'll get with them.

Glen Merritt: Hopefully, they get back with us. Cause they've been, not very responsive to Lochmueller, Lochmueller Group on the traffic study. That's why this whole thing's been push back multiple times. Alright, thanks.

Commissioner Terry Phillippe: Got it.

Commissioner Dan Saylor: Thanks, Glen.

PP-22-16 WHITE OAK HILLS

Molly Barnhill: Okay. Our last item is PP-22-16, White Oak Hills, Petition/Owner is Jeremy K. McKeethen and Stevie R. McKeethan. It's approximately twenty point zero-nine (20.09) acres located on the south side of Millersburg Road about a half mile east of the, from the intersection of Millersburg and Spring Lake Drive. Being Lot 2 in H & L Farms Minor Subdivision 3 as recorded in 2022R-002839 in the Warrick County Recorder's Office, Boon Township, 19-5-8. This was advertised in the Standard, September 29, 2022. And they're requesting no improvements to Millersburg Road.

Jared Memering: Jared Memering with Morley representing the McKeethens.

Commissioner Dan Saylor: Bobby, you good?

Bobby Howard: Yes.

Commissioner Dan Saylor: Make a motion to approve.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Jared Memering: Thank you.

Molly Barnhill: That's all for the Area Plan Commission.

Commissioner Terry Phillippe: Thank you, Molly.

Commissioner Dan Saylor: Thank you, Molly.

(P-22-16 is located on Pages 21 through 22 of these Official Minutes)

**ACTION AGENDA
APPROVAL OF MINUTES
SEPTEMBER 26, 2022**

Commissioner Terry Phillippe: Next order of business is the Approval of Minutes from September 26, 2022 meeting.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

**COUNTY ADMINISTRATOR
CONSENT AGENDA**

**CERTIFIED CLAIMS – NON-CERTIFIED CLAIMS – PAYROLL
DECLARATION OF SURPLUS FOR HIGHWAY INTERNATIONAL SERVICE TRUCK
CLERK’S REPORT – MAVIC DRONE FIXED ASSET NOTIFICATION**

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

Heather Soberg: Thank you, Mr. President. Tonight, I have on the Consent Agenda, the items on the Consent Agenda include the County Auditor Claims Voucher Report date 09-28 through 10-11-2022 and Payroll date of 10-10-2022. The Declaration of Surplus Status for County Highway Vehicle 2005 International 4300 Service Truck with a VIN number ending an H108517. We have the Clerk’s Report from August 2022. And a Fixed Asset Notification for a DJI Mavic Drone. All of those are your Consent Agenda.

Commissioner Dan Saylor: Make a motion to approve the Consent Agenda.

Commissioner Bob Johnson: I’ll second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Heather Soberg: Okay.

(Certified Claims are located on Pages 22 through 24 of these Official Minutes)

(Non-Certified Claims are located on Page 24 of these Official Minutes)

(Payroll is located on Page 25 of these Official Minutes)

(Clerk’s Report is located on File in the Auditor’s Office)

(Drone FAN is located on File in the Auditor’s Office)

**APPROVAL OF MEETING TIME CHANGE FOR
DECEMBER 28TH COMMISSIONER MEETING**

Heather Soberg: The next item that I have on the agenda is an approval for the meeting time change for the December 28th meeting to 12:00 pm meeting from 4:00 pm.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Commissioner Dan Saylor: Can we make sure downstairs gets, gets that notification?

Heather Soberg: Yes, sir. That's all I have. Thank you, Mr. President.

LANE TOWNSHIP TRUSTEE APPOINTMENT

Commissioner Terry Phillippe: Okay, next order of business is the Appointment of a Lane Township Trustee.

Heather Soberg: So, well, that was, I don't know if, Todd, you had any information on that. Mr. Jenkins, I apologize, I thought...

Todd Glass: I do not.

Commissioner Terry Phillippe: It's the Commissioners' responsibility to make this appointment because...

Todd Glass: The vacancy.

Commissioner Terry Phillippe: The vacancy.

Heather Soberg: William Jenkins...

Commissioner Bob Johnson: William?

Heather Soberg: Has agreed to, has contacted the Commissioners, following up to letters that were sent to the community and he's interested and he has been working with Chad as to what those pieces are and working on getting bonded.

Commissioner Terry Phillippe: Understands the responsibilities?

Heather Soberg: Yes.

Commissioner Terry Phillippe: Okay.

Commissioner Bob Johnson: I'll make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. Motion carries three, zero (3-0). So, Heather, do you alert him to the fact that he's appointed?

Heather Soberg: Yes, I will.

Commissioner Bob Johnson: And Chad?

Heather Soberg: Yes.

**COUNTY ATTORNEY
WARRICK BUCKS ECONOMIC DEVELOPMENT CONTRACTS**

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

Todd Glass: There's two (2) items, Mr. President. The first one (1) is approval of some contracts for Economic Development, Warrick Bucks Program. I don't know if Mr. Roelle wanted to fill in on any of it? I guess not.

Steve Roelle: Just to answer questions.

Todd Glass: That, that's fine. But, two (2) agreements for Warrick Bucks Community card agreement, buy one (1) get one (1) free campaign agreement, ARPA funding, that is approved, an effort of Warrick Bucks to help promote shopping local and buying in local small businesses here in Warrick County. Everything looks good and everything is in place. Your approval would allow those two (2) contracts to be entered into.

Commissioner Dan Saylor: Don't have to, but...

Commissioner Terry Phillippe: Steve? Come up here and give us a few bullet points and I'll set my timer here.

Steve Roelle: Sure.

Commissioner Terry Phillippe: We have a dinner, all of us.

Steve Roelle: Okay.

Commissioner Terry Phillippe: Several people in the room. So, we were trying to speed up...

Steve Roelle: Todd kind of hit on it really quick, but it was one (1) of the programs that was approved and funded through the Commissioners for ARPA funds. It's a support, supports small businesses. We have a lot of tools to support big businesses, manufacturing, growth, tax phase in, and other incentives. This one (1) is, ARPA, is to hit businesses that were impacted by the COVID Pandemic and also rolling into that you've got inflation and rising costs and supply chain stuff. So, it's really to support small businesses. It's a shop local shop Warrick program. These are two (2) agreements with the company we're moving forward to do that. They're E-gift cards. We have vetted the program. We've met with the CEO. We've talked to other communities around the State and the country about this program. We've also vetted it with a lot of local merchants here in our community. We've met with the Chamber of Commerce, with Boonville NOW, Boonville Merchant Association, Historic Newburgh to make sure our merchants, you know, would benefit from this programming. And so, they're really two (2) real short agreements, two (2) pages and three (3) pages or something like that, just outlining the parameters of the program that we're moving forward with. We are in complete control of ending at any time. They have backend analytics, so we can track it and judge if there's any tweaks, we want to make to it. We feel very comfortable with it. And these two (2) agreements are what we need to get started. And it's good timing with the holidays and shopping and keeping dollars here in Warrick County.

Todd Glass: But if a customer wishes to buy a gift card, this program gives them the second card for free.

Steve Roelle: Gives them some buying power and, that they can use only in businesses that are in the community. Businesses that have signed up, you have to be able to accept the MasterCard because the program's run through MasterCard. Similar if you walk into CVS or something, you may buy a Visa Card or MasterCard.

Commissioner Dan Saylor: Steve, how will they buy these cards and where will they go to get them?

Steve Roelle: So, they will go online. We will certainly promote it out, forward with media through our site and through the Chamber and through social media. They're also able to, merchants are able to put a link on their card or even within the store. We plan to do some window clings and stuff like that, so that the education piece is out there for merchants and for people walking into, into shops. Hopefully, it'll get some of our residents to try some new businesses here in Warrick County and those businesses to pick-up long-term customers.

Commissioner Dan Saylor: Well, I, I'm glad you came up to speak a little bit about it, Steve, because I first heard about it and I think it was one of our Economic Development meetings and I just thought it was a great idea to have one (1), just one (1) small way to help support, you know, our local businesses. So, thank you very much for spearheading that. Because I think it was your brainchild.

Steve Roelle: We're excited about it.

Commissioner Dan Saylor: Yeah, so, thank you.

Todd Glass: Steve, do you want the contracts in the name of Economic Development?

Steve Roelle: So, if they want to approve Economic Development signing it, that's fine. If they want to sign it, that's fine too. But, I just want an approval so we can move forward.

Commissioner Terry Phillippe: I don't care if he signs it.

Steve Roelle: Okay.

Commissioner Dan Saylor: So, was that a, is that a motion on (inaudible)?

Todd Glass: Yes. Approve both of those contracts to be entered into either by yourselves or Economic Development.

Commissioner Terry Phillippe: I mean, you stood here and approved it. So same thing as signing it. So, I'm fine with whoever ...

Steve Roelle: Okay, I can sign those tomorrow and get them executed.

Commissioner Dan Saylor: Make a motion to approve the agreements.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Commissioner Dan Saylor: Thank you, Steve.

Commissioner Bob Johnson: Thank you for keeping it short, Steve.

Steve Roelle: I'm working on it.

(Warrick Bucks Contracts are located on Pages 25 through 28 of these Official Minutes)

ASCENSION ST. VINCENT – WARRICK EMS AGREEMENT

Todd Glass: And also, Mr. President, one (1) item that isn't on the agenda that needs to be is proposed amended and restated Emergency Medical Services Agreement with Ascension St. Vincent Warrick, EMS. You've got the proposed draft. This is trying to be fast-tracked to some degree to get, get it to Ascension. I see Tony's here. Tony doesn't even have this yet. It's effective January 1st. It provides for the increased number of six (6) ambulance units and their locations. It's the same contract for the most part as what currently exists. I would note, we have two (2) years left on the existing contract. But, in recognition of the significance that Ascension St. Vincent, Warrick EMS plays in our community, this Board is willing to consider modifying that agreement early. The one (1) particular edit that needs to be run by Ascension is the increase in pay rate for those services. They're requesting one point five million (\$1,500,000.00) from the current rate. This proposal suggests bumping that up to a million (\$1,000,000.00) beginning January 1. One point two-five million (\$1,250,000.00) in year two (2). And one point five million (\$1,500,000.00) in year three (3). And one point five million (\$1,500,000.00) for the remaining term of the agreement of ten (10) years. That's slightly different than the draft from Ascension St. Vincent. But, if you would approve the draft or any version of it, then I would get it submitted to their attorney tomorrow and get some feedback. Those are primarily the significant edits to the draft for your consideration. Three point two (\$3,200,000.00) is the pay rate. Everything else, I think, is pretty straightforward. It's the pay rate that we need some feedback from Ascension.

Commissioner Terry Phillippe: So, acknowledging that we're in a bit of a hurry here this evening. I would like to say a couple of things. Hopefully there's some people listening online here that the important part of this is that there are many times that EMS is dispatched and the five (5) ambulances that we have are busy and on calls and unavailable. So, this is critical, literally, to life saving opportunities. And we do have an existing contract however, we need to put this sixth (6) ambulance in place and we, we can't do it for free. So, that's what this is all about. So, we're just approving the draft of (inaudible) to Ascension?

Todd Glass: The draft and submit to Ascension. Particularly, what we need to make sure of is that the proposed increase in pay rate is sufficient for Tony to move forward to get all his personnel in place by January 1. And because of the increase in rate, just proposing the step up in year one (1) and two (2) and three (3), just to make sure that you've got the funds and you can get Council approval on appropriation.

Commissioner Dan Saylor: You want Tony to come up and say anything?

Commissioner Terry Phillippe: Tony, do you have anything to add?

Todd Glass: And mind you, some of that stuff, he's just heard some of that stuff. So, be aware that he hasn't probably had a chance to digest some of that.

Tony O'Neal: Thank you, Todd. Tony O'Neal with Warrick EMS. I think the, the only thing I'd probably like to say is, we're really getting into a time period that I don't think we can meet the January 1 deadline by trying to get everyone hired. Even if the contract was approved tonight, the process of getting a new associates approval, the request for new associates approved, takes several weeks and there's a shortage on medics and EMTs right now. We've got an open medic position. They've been out there for about three (3) or four (4) months now that we haven't filled. So, I'm afraid that January 1 may, may just be too tight for us now. And I think that the new station is not going to be ready until March 1st. So, I would maybe propose that we move in back to March 1st.

Commissioner Dan Saylor: Let's make it March.

Tony O'Neal: And give us a little more lead time to, to look at the draft and, and, and some other things. As you shared, President Terry, the volume is continually increasing. If, if I had the means with the other truck and, and some personnel, I would try to put a twelve (12) hour truck on just part time right now just to give us some time. Because I know especially down the Ohio Township area, the crews are just running, running ragged down there. We're running, we're running really, crews are maxed out at the current time. So, the faster we can do this, the better off I think we'd all be.

Commissioner Terry Phillippe: I think we, part of our vetting process has been to talk to other counties and what their EMS teams are up against. And it doesn't sound like it's (inaudible) to be in right now all the way around.

Tony O'Neal: Yeah, Martin County, I think Martin County up by Vincennes just went to their Commissioners and shut down the EMS service up there because they just could not operate any more. So, it's, EMS world right now is changing. And it's, it's challenging. So, I just want to be fair to you guys. I just, I don't think we'll be ready by January 1. And I don't want to, I don't want to promise something that we can't deliver on to County Officials. So, if that's one (1) amendment we can make, I think that would help us.

Todd Glass: Certainly, Mr. President, you can approve the draft to submit to Ascension and I can work with their attorney and I already have an idea of how to word that.

Tony O'Neal: Okay.

Todd Glass: That would float the date to a later date and give you even more flexibility be it February 1, March 1, or April 1 and prorating that first year's payment.

Commissioner Terry Phillippe: This is baby step forward.

Tony O'Neal: Yeah.

Commissioner Terry Phillippe: Saving lives needs to move quicker than what we can move. But, this is a step forward.

Tony O'Neal: I appreciate, I appreciate the proposal and all.

Commissioner Dan Saylor: So, that was the question I asked or had that would be proactive so, okay.

Commissioner Bob Johnson: I'll make a motion to approve the draft for Counsel to present to Ascension attorney.

Commissioner Dan Saylor: Is that, nevermind. I second.

Commissioner Terry Phillippe: You good?

Commissioner Dan Saylor: Yeah. I'm good.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Todd Glass: Tony, here's a hard copy. Take that and I'll email that to Ms. Dudlow and you tomorrow morning.

Tony O'Neal: Okay. Thank you so much.

Todd Glass: Thank you.

Commissioner Terry Phillippe: Is that all, Counsel?

Todd Glass: Yes.

**COUNTY GRANTS DEVELOPMENT DIRECTOR
APPROVAL OF ELBERFELD ARPA COMPETITIVE PROGRAM AGREEMENT**

Commissioner Terry Phillippe: Next order of business is County Grants Development Director.

Debbie Bennett-Stearsman: You can time me too. Debbie Bennett-Stearsman with the County Grants Department. First item, easy, is a contract between the County and Elber... Town of Elberfeld for two hundred nine thousand nine hundred dollars (\$209,900.00) and that is the agreement of the award we made to Elberfeld to hire an engineering firm to do a feasibility study. You just have to approve it.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

(Town of Elberfeld, ARPA, Contract is located on File in the Auditor's Office)

**ARPA FUNDING
SOLID WASTE MANAGEMENT – PAVING OF PARKING LOT**

Debbie Bennett-Stearsman: Okay, I'm gonna start with the two (2) county projects that are left for ARPA funding. The first project is for the County to pave the parking lot at the Warrick County Solid Waste. It's been twenty-five (25) years since it's been paved. And it was recommended by the core group that we pay the amount of two hundred fifty-eight thousand forty-two dollars (\$258,042.00) from the County ARPA money. Not Competitive, County ARPA Funds, to pave the Solid Waste parking lot.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

NEWBURGH GIRLS' SOFTBALL – PLAYGROUND

Debbie Bennett-Stearsman: Next one (1) is for, a request for the County to replace the playground at the Newburgh Girls Softball Field, upgrade the wood park, picnic tables to recycled rubber and add three (3) additional steel shade structures in the park with trash containers. Request was two hundred sixty-two thousand nine-hundred-ninety-nine (\$262,929.00). The core group recommended two hundred fifty thousand (\$250,000.00) County ARPA Funds.

Commissioner Terry Phillippe: Two-fifty (\$250,000.00).

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

**ARPA COMPETITIVE FUNDING
PIGEON TOWNSHIP REGIONAL SEWER DISTRICT**

Debbie Bennett-Stearsman: Okay, I'll start through the Competitive if you want to get to a point we need to stop, we'll just stop. I pulled the one (1) that I know is one (1) of the most important and that is the Pigeon Township Regional Sewer District. The District needs to move ahead with replacing the grinders that are out in the system right now. At least will give them a place to move forward then with the engineering study to do the repair and rehabilitation of the wastewater treatment plant. There are approximately one hundred sixty-eight (168) customers and they need the grinders right away. They requested five hundred thousand dollars (\$500,000.00). Core group recommended five hundred thousand (\$500,000.00). And this is from the competitive funding.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

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

TOWN OF NEWBURGH – RIVERTOWN TRAIL BRIDGE REHAB PROJECT

Debbie Bennett-Stearsman: The next one (1) is the Rivertown Trail Bridge Project in Newburgh. Their current Historic Bonner Bridge was relocated and made a part of the Newburgh River Town Trail in 2009. This trail, this bridge is used by a lot of pedestrians and it's one (1) of the top picturesque places in Warrick County and serves thousands of trail daily users. The bridge has exposed areas. Its remote location made it a target of vandalism and graffiti. It also crosses a floodplain area and is occasionally submerged. This project will include redesigning the bridge deck for easier replacement and maintenance of the bridge deck boards. The request was a hundred seventy-five thousand (\$175,000.00) matched with twenty-five thousand (\$25,000.00). The core recommended a hundred and seventy-five thousand (\$175,000.00).

Commissioner Terry Phillippe: Anyone like to make a motion on that one (1)?

Commissioner Dan Saylor: I make a motion to approve the Rivertown Trail Request.

Commissioner Bob Johnson: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

HABITAT FOR HUMANITY

Debbie Bennett-Stearnsman: Okay, the next is Warrick County Habitat for Humanity. Habitat for Humanity has been building partnerships with USDA Rural Development to serve the low and very low families by building three (3) and four (4) bedroom, two (2) bath energy efficient for affordable homes since 20...2002. They're requesting two hundred twenty-five thousand (\$225,000.00) matching with two million sixteen thousand (\$2,016,000.00) in USDA loan to assist twelve (12) families in funding and building a home through the self-help, self-help housing program.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

TENNYSON TOWN HALL AND COMMUNITY CENTER UPDATE

Debbie Bennett-Stearnsman: The next request is from the Town of Tennyson. They requested thirty thousand dollars (\$30,000.00) matched by three thousand three hundred sixty dollars (\$3,360.00) to do rehabilitation to their existing Town Hall and their Community Center. The upgrades would include carpet replacement. I think that's it. Oh, to paint also.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: What was the amount on that?

Debbie Bennett-Stearnsman: Thirty thousand (\$30,000.00).

Commissioner Dan Saylor: Thirty thousand (\$30,000.00).

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

WARRICK RESOURCE CENTER

Debbie Bennett-Stearnsman: Next is Warrick Resources. The Warrick Resource Center provides numerous services to the citizens of Warrick County. The services including a food pantry, diaper bank, emergency clothing bank, shower facilities, laundry, business center as well as financial assistance. They're asking for seventeen thousand dollars (\$17,000.00) to be matched by thirteen thousand (\$13,000.00) of their own to purchase food, diapers, supplies, and equipment for day-to-day operations for the next twelve (12) months.

Commissioner Dan Saylor: Make a motion to approve.

Commissioner Bob Johnson: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. That motion carries three, zero (3-0).

Commissioner Dan Saylor: Aye.

TRI-STATE FOOD BANK

Debbie Bennett-Stearnsman: The next is the Tri-State Food Bank. They're requesting twenty-four thousand (\$24,000.00) matched by eight thousand (\$8,000.00) to supply backpacks, food bags to children in grades K through 12 who rely on the free lunch program, get food so they have reliable access to nutritious meals and snacks when they go home for the weekend.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: (Inaudible).

BOONVILLE NOW

Debbie Bennett-Stearsman: Next is Boonville NOW. Boonville NOW is requesting thirty thousand dollars (\$30,000) to help fund a, I think this is the wrong one (1), to help fund a Boonville NOW Director. The City of Boonville will be matching it with another thirty thousand dollars (\$30,000.00) for total of sixty thousand dollars (\$60,000.00). It will help increase the visibility of Boonville and Warrick County to the Tri-State Area and would bring a bunch of economic, much needed economic boost and potential employment. Hiring an Executive Director will show the Indiana Main Street Organization the commitment of Boonville NOW, Warrick County, the City of Boonville to acquire money through the Indiana Main Street program. If you want to table them, just tell me.

Commissioner Bob Johnson: Table that one (1) please.

Debbie Bennett-Stearsman: Okay. Is that...?

Commissioner Dan Saylor: Do we need to make a motion? Second?

Todd Glass: Motion to table.

Commissioner Bob Johnson: Motion to table.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

WESK FOOD STOCK

Debbie Bennett-Stearsman: Okay, the next is for WESK. WESK would like to stock their, are requesting twelve thousand dollars (\$12,000.00) to stock the freezer was frozen meat and food to distribute to the patrons of the Warrick Ecumenical Soup Kitchen to supplement their meals prepared at home.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: What was that amount?

Debbie Bennett-Stearsman: Twelve thousand (\$12,000.00).

Commissioner Dan Saylor: Twelve thousand (\$12,000.00). And that was WESK, right?

Debbie Bennett-Stearsman: Yes.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

BOONVILLE COUNTY CLUB

Debbie Bennett-Stearsman: And the last one (1) is the Boonville County Club. They are requesting forty-seven thousand nine hundred forty-nine dollars (\$47,949.00) to be matched with five thousand dollars (\$5,000.00) to put a cart barn renovation plan out at the Boonville Country Club. Basically, this will be having a wash station and coverage for the carts. They were having trouble during the, during COVID. They couldn't open and when they did, they didn't have enough staff members to keep them clean. By doing this, it will provide a healthy environment for cleaning, sanitizing, and storing of golf carts after the use of members and the public.

Commissioner Dan Saylor: I make a motion to table.

Commissioner Bob Johnson: I'll second.

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

Commissioner Bob Johnson: Aye.

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

Debbie Bennett-Stearsman: Thank you very much. I think we got through it quickly.

Commissioner Dan Saylor: Thank you.

Commissioner Bob Johnson: Yeah, that was a long time.

Commissioner Terry Phillippe: Alright, where we at here?

(All paperwork for ARPA Grants is located in the Warrick County Grants Department)

COUNTY ENGINEER B AND B ROAD CLOSURE REQUEST

Bobby Howard: I have one (1) thing, Terry.

Commissioner Terry Phillippe: Go ahead, Bobby.

Bobby Howard: We have a...

Commissioner Bob Johnson: You're not on the agenda.

Bobby Howard: I know. And I don't know why. But, we can get into that later too. But, I had a road use agreement. I believe Mr. Williams is here with B and B. Indiana American Water had proposed to put a water line down Martin Road between Heritage and Sharon, I believe. And the current proposal's underneath the pavement. And I guess the original plan was outside of the pavement, then it got put back in the pavement. And so, we're trying to, I just need an explanation of what needs to be done exactly, how long you think it would be one (1) lane closure. Is that correct? And how many cuts do you think were going to be made in the roadway, if it's approved.

Jim Williams: Well, there's...

Commissioner Dan Saylor: State your name and position for the record.

Jim Williams: Jim Williams with B and B.

Commissioner Dan Saylor: Thank you, Jim.

Jim Williams: We're proposing to relocate an existing water line in under the pavement by use of horizontal drilling. And that's about three thousand (3,000) feet between Sharon and Heritage. By horizontal drilling, we'd only be doing four (4) pits every three hundred (300) to six hundred (600) feet depending on the strategic location for connection to cross-streets or service connections.

Bobby Howard: Initially, the line was designed outside of the pavement.

Jim Williams: Correct.

Bobby Howard: Do you know why it got moved back under the pavement?

Jim Williams: Limited right-of-way. There's several utilities on the, on their proposed route, the original engineer's route. And on the opposite side, there's a gas conflict. And by putting it under the road, we can avoid several of the utilities.

Bobby Howard: So, our issue is, first of all, we usually require, we want them to be outside of the pavement as much as possible and only have to cut the pavement as necessary. I don't know how many cuts, you said bore pits, but you also have connections, right? Service connections?

Jim Williams: There'd be, I think there's five (5) on that one (1).

Bobby Howard: Five (5)?

Jim Williams: Five (5) or six (6) service connections and then there'd be the cross-street connections. And what we try to do would be minimize the number of connections and try to utilize service points and cross-streets.

Bobby Howard: Okay. I tried to reach out to a designer to get some of this information. But, I haven't gotten that back yet. So, basically, you would keep one (1) lane open during this process if you horizontal?

Jim Williams: Yeah, we're asking for a road closure to try to maintain local traffic, emergency access, school bus, because we would try to limit our construction in one (1) lane. But, there would be occasional times we'd have to put a dump truck in the adjacent lane and we would accommodate the local traffic and of course emergency vehicles for that.

Bobby Howard: And this road closure would be how long?

Jim Williams: I originally said two and a half (2 ½) months just because of the time of year we're looking at is, you know, holiday season. Potential severe weather. Our construction estimate's not that long of duration, but I wanted to be conservative in the time line there.

Commissioner Terry Phillippe: How many total linear feet from Sharon to this area?

Jim Williams: It's approximately three thousand (3,000), twenty-eight hundred (2,800) and some feet.

Commissioner Dan Saylor: Twenty-eight-fifty-three (2,853).

Commissioner Terry Phillippe: Okay, got it. So, are some of the, some of the housing development to the west of that road are basically 'u' shaped and cul-de-sacs. Is that their only in and out?

Bobby Howard: No, there's other, there's other ways in and out through there, I believe. My concern was just the length, the length of the closure and being able to have local access. I was hoping they could flag traffic through for the majority of the time. And then what kind of, how many cuts there were going to be depending on how, how many areas that they were going to have to repair.

Commissioner Terry Phillippe: So, what are we, what are we being asked to approve here? A road use agreement?

Bobby Howard: No, this is a work in road right-of-way/utility permit.

Commissioner Terry Phillippe: Okay.

Bobby Howard: And with the road closure request, normally, we would do it in our office. But when it's a request of this nature, we bump it up to the Board. This is, like I said, it's a long period of time that the road will be closed and I would like to make sure every other option is fully looked at as far as why it has to be under the pavement.

Commissioner Dan Saylor: Yeah, why, why cannot this not be bored on the, in the easement, or the utility easement on the side of the road?

Jim Williams: There, it's just so congested with all the other utilities, with the existing water line that's there, the cable, the gas lines, the telephone lines. It's just, it's not just one (1) cable any more. It's two (2) or three (3) and...

Commissioner Dan Saylor: I don't know, I just, I saw what happened to Fuquay Road. I'm not saying American Water didn't do it, but just the pot holes and connection points inside that road took a new road and made it, made it look like it was ten (10) years old. So, I'm, I just, I just have a problem with this right now the way it's presented. So, just my opinion.

Commissioner Bob Johnson: Wanna table?

Commissioner Dan Saylor: I mean I can, I can make a motion to table but...

Commissioner Terry Phillippe: I'll add my two (2) cents. Your District, so, I would lean to your decision, however, all-be-it twenty-five (25) years ago, I lived down here. So, I am familiar with the area and, I guess I agree with Bobby, I would like to see if all other options were considered.

Commissioner Dan Saylor: I'd like to make a motion to table and give maybe Bobby and you guys a chance to communicate a little bit more and see if we can come to a different conclusion. But, so, I make a motion to table.

Commissioner Bob Johnson: I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Jim Williams: Thank you.

Commissioner Terry Phillippe: Is this our copy?

Heather Soberg: Yes.

Commissioner Terry Phillippe: Yes, thank you.

Bobby Howard: I'll call, try to set up something for this week. Thank you, that's all I have.

Commissioner Terry Phillippe: Thank you, Bobby.

COMMISSIONER ITEMS FOR DISCUSSION
THANK YOU LETTER COMMENDING THE HIGHWAY DEPARTMENT

Commissioner Terry Phillippe: Commissioners, any other business?

Commissioner Dan Saylor: I just have one (1) real short thing here. I just, I wanted to acknowledge receipt of a letter addressed to me. It says, Mr. Saylor, the homeowners in Bellevue or Belle River Drive in Newburgh want to say thank you to the members of the Warrick County Highway Department for their job repairing streets seams recently. Working with Mr. Howard, Mr. Miller, and the repair crew has been very pleasant experience with excellent results. You know, when you get these kinds of letters and thank yous, we don't get a lot of thank yous a lot of times. I just want to acknowledge Bobby and his crew publicly and for a job well done. Thank you.

Bobby Howard: Thank you and we posted that for the rest of the crew as well.

Commissioner Dan Saylor: That's all I have.


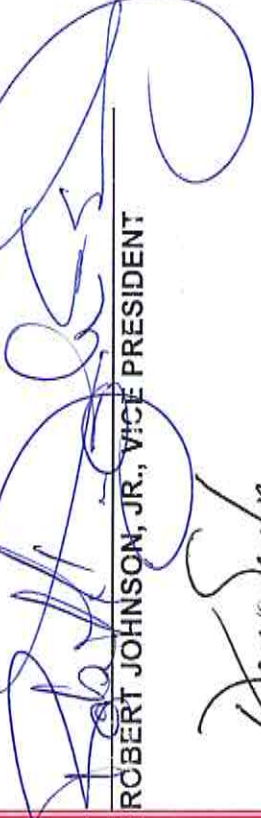
Commissioner Bob Johnson: Motion to adjourn.

Commissioner Dan Saylor: Second. (Motion carried 3-0).

ADJOURNMENT: Meeting adjourned at 4:41 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILLIPPE, PRESIDENT

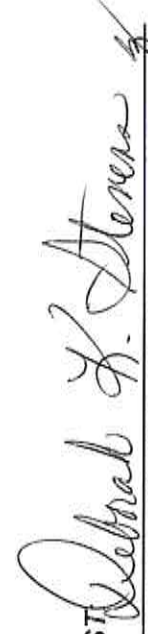



ROBERT JOHNSON, JR., VICE PRESIDENT

DAN SAYLOR, MEMBER



ATTEST



DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Lexington Subdivision
Request for renewal of surety
First Federal Savings Bank
Michael Carter, SVP
10/10/2022

BOARD OF COMMISSIONERS:

President
Member
Member

ATTEST:

Auditor
Date: 10/10/22



Corporate Headquarters
5001 Davis Lent Drive, P.O. Box 1331
Evansville, IN 47706-1111 • 812.492.8100

Date: September 30, 2022
Warrick County Area Plan Commission
101 W. Locust Street
Hartsville Courthouse Room 201
Boonville, IN 47601

[Handwritten signature]

RE: Letters of Credit Number 335 and 337
First Federal Savings Bank is requesting a year extension for the completion of storm drains and utility construction – Lexington Estate Subdivision. There will be no change in amount for work to be completed.

Thanks

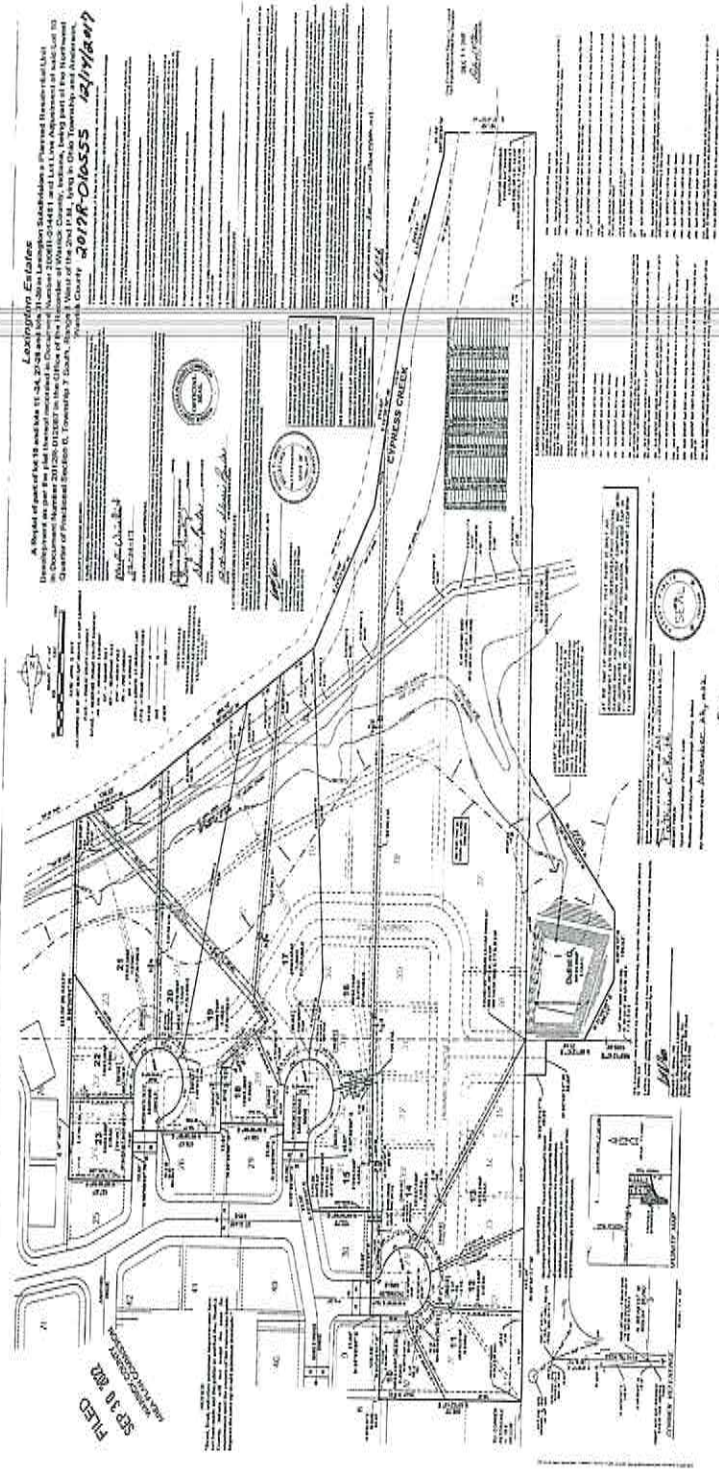
First Federal Savings Bank

[Signature]
Michael Carter, Senior Vice President

FILED
SEP 30 2022

WARRICK COUNTY CLERK
ARUNA THAKUR-COMMUNITY

www.firstfederalsavings.com



Lexington Village II
Request for renewal of surety
First Federal Savings Bank
Michael Carter, SVP
10/10/2022

BOARD OF COMMISSIONERS:

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

ATTEST:

[Signature]
Auditor
Date: 10/10/22



Corporate Headquarters
5001 Davis Lane Drive, P.O. Box 1111
Evansville, IN 47706-1111 - 812.492.8100

[Signature]

Date: September 16, 2022

Warrick County Area Plan Commission
1001 South
Historic Courthouse Room 201
Boonville, IN 47601

RE: Letter of Credit Number 338
First Federal Savings Bank is requesting a year extension for the completion of street
and construction - Village of Lexington II. There will be no change in amount for work
to be completed.

Thanks

First Federal Savings Bank

[Signature]
Michael Carter, Senior Vice President

FILED
SEP 19 2022
ARRA COUNTY COMMISSION

www.firstfedevanaville.com

C-20-056
Request for renewal of surety
Hoccat Holdings, LLC
10/10/2022

BOARD OF COMMISSIONERS:

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

ATTEST:

[Signature]
Auditor
Date: 10/10/22

Molly Barnhill FILED
SEP 23 2022
AREA PLAN COMMISSION

From: Evan Beck <ebeck@woodwardcrealty.com> on behalf of Evan Beck
 Sent: Friday, September 23, 2022 8:19 AM
 To: Molly Barnhill (mbarnhill@warrickcounty.gov)
 Cc: jmorley@warrickcounty.gov; jam@morfeyandassociates.com; Zach Martin
 Subject: C-20-056 Entrance Construction Surety

Dear Molly:

RE: C-20-056 Entrance Construction Surety withheld in Escrow – North Warrick Industrial Park Lot 6

This project remains in "Shell Building" status so this Surety will need to be renewed for another year. Let us know if you have any questions. Also, please let us know if someone needs to be in attendance at the County Commissioners meeting on October 24th.

Thank you,

Evan L. Beck
 Member Manager
 Floecat Holdings, LLC
 4000 West Locust Street
 Boonville, IN 47630
 (812) 474-1900

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Chatham Place Subdivision
 Request for reduction of surety
 R.A. McGillem Custom Homes, LLC
 10/10/2022

BOARD OF COMMISSIONERS:

President: *[Signature]*
 Member: *[Signature]*
 Member: *[Signature]*
 Auditor: *[Signature]*

ATTEST:
[Signature]
 Auditor
 Date: 10/10/22



October 3, 2022
 Area Plan Commission
 107 West Locust Street
 Courthouse Room 201
 Boonville, IN 47601

Re: Chatham Place Subdivision
 Engineer Cost Estimate for Letter of Credit
 Morley Project #12180.4.001-A

Engineer's Cost Estimate

Item	Qty	Unit	Unit Price	Estimated Cost
Streets	439.92	LF	23.00	\$ 10,104.36
2-1/2" Asphalt Surface	1	EA	\$	\$
Stop Sign	1	EA	100.00	100.00
Street Sign	1	LS	\$	\$
Entrance	1	LS	1,500.00	1,500.00
8" Single Swales & Retention Basin	60	LF	\$	\$
9" Unit Mail Box	1	EA	\$	\$
15" HDPE	60	LF	\$	\$
Trash Rack	1	LS	200.00	200.00
Flared End Sections	6	EA	350.00	2,100.00
Seed and Straw	1	LS	2,000.00	2,000.00
Subtotal for Cost Estimate "Streets"				\$ 16,004.36
10% Contingency				\$ 1,600.44
Total for Cost Estimate "Streets"				\$ 17,604.80

Item	Qty	Unit	Unit Price	Estimated Cost
Sidewalks	745	LF	17.00	\$ 12,665.00
4" Concrete Sidewalk				\$
Subtotal for Cost Estimate "Sidewalks"				\$ 12,665.00
10% Contingency				\$ 1,266.50
Total for Cost Estimate "Sidewalks"				\$ 13,931.50

812.464.0665
 4800 Rosebud Ln., Newburgh, IN 47630
 morfeycorp.com

[Signature]

FILED
 OCT 03 2022
 AREA PLAN COMMISSION

CHATHAM PLACE SUBDIVISION

WARRICK COUNTY AREA PLAN COMMISSION

FILED
OCT 03 2022

Woodfield IV
 Request for Reduction of surety
 Woodfield Development, LLC
 10/10/2022

BOARD OF COMMISSIONERS:

President
 Member
 Member

ATTEST:
 Clerk
 Date: 10/10/22



W W W . n e i k i r k e n g i n e e r i n g . c o m

September 22, 2022
 Ms. Molly Barnhill
 Director
 Warrick County Area Plan Commission
 107 W. Locust Street, Courthouse Room 201
 Boonville, Indiana 47601

[Handwritten Signature]

RE: Letter of Request for Reduction
 ILOC #20005389451
 Sidewalk Construction
 Woodfield Subdivision Phase IV

Dear Ms. Barnhill:

This letter is to certify the outstanding sidewalks in Phase IV to be completed. Therefore, we request the amount of the ILOC be decreased from \$17,341.50 to \$14,239.50 for the remaining Sidewalk Construction for Woodfield Subdivision Phase IV.
 On behalf of Steve Blankenberger of Woodfield Development, LLC, we respectfully request the decrease of the Irrevocable Letter of Credit that is on file to the amount stated above for these remaining improvements in said Subdivision.
 The attached ILOC improvement cost breakdown is attached for review and record. Please place this request on the next available meeting agenda and please notify us accordingly. If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

Respectfully Submitted:

[Handwritten Signature]
 Michael E. Neikirk, P.E.
 Indiana Registration No. PE10000080
 Neikirk Engineering, LLC

Cc: Steve Blankenberger, Woodfield Development, LLC

FILED
 SEP 22 2022
 WARRICK COUNTY
 AREA PLAN COMMISSION

306 North Market Street
 Mt. Carmel, Illinois 62863
 (618) 263-4100



September 22, 2022
Warrick County Area Plan Commission
107 W. Locust Street, Conference Room 201
Boonville, Indiana 47601

RE: Letter of Credit Estimate
for
Woodfield Subdivision Phase IV

ENGINEER'S COST ESTIMATE

Sidewalks
4160.00
(Lots 33, 37, 39, 44, 46, 51, 55, 72)
863 lf. at \$15.00/lf.
Subtotal for sidewalks:
10% Contingency:

\$ 12,945.00
\$ 1,294.50
\$ 14,239.50

Total amount for remaining Sidewalk Construction:

Engineer's Estimate prepared by and respectfully submitted:



Michael E. Neikirk
Michael E. Neikirk, P.E.
Registration No. PE10000080
Neikirk Engineering, LLC

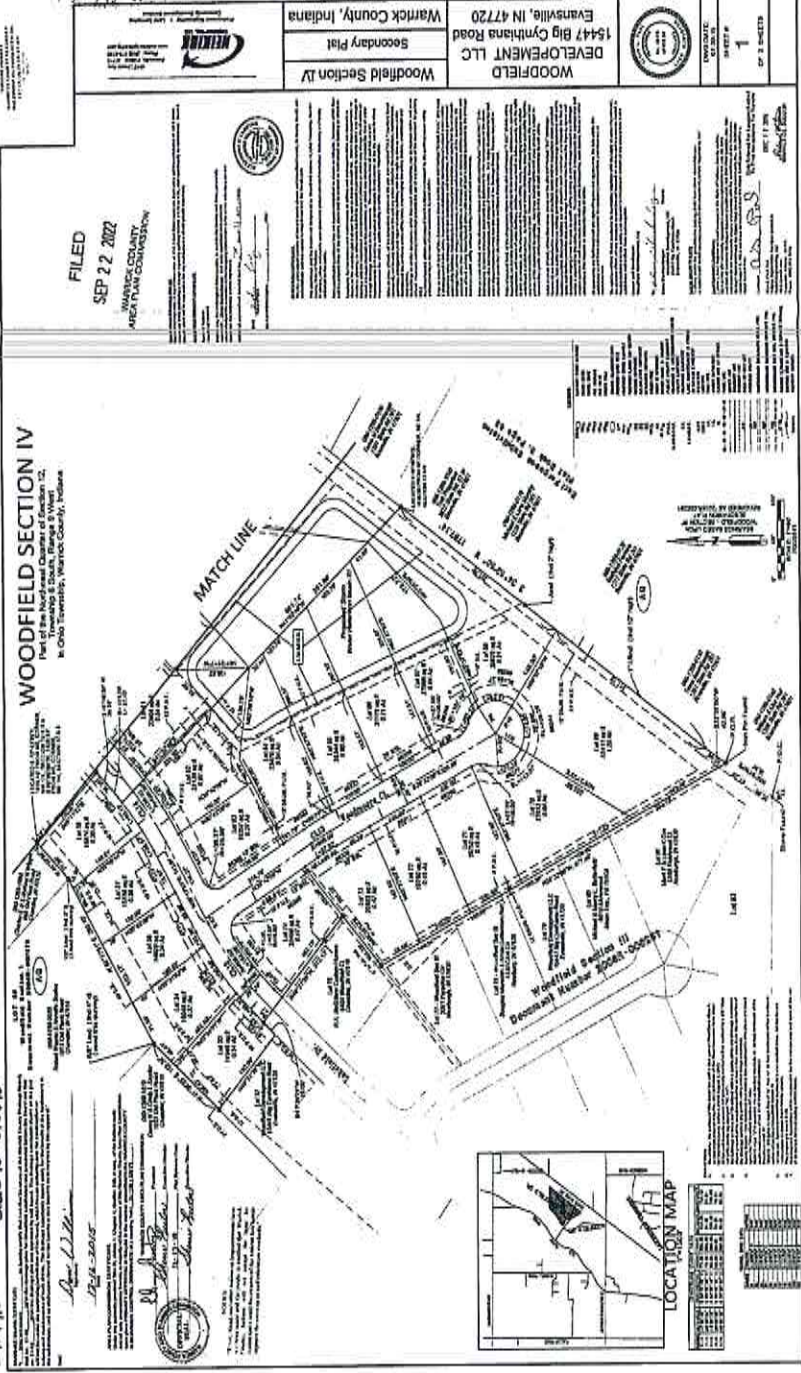
305 North Market Street
Mt. Carmel, IN 47203

FILED
SEP 22 2022
WARRICK COUNTY
PUBLIC RECORDS ADMINISTRATION

12/17/15 15" 2005 R - D1074D



12/17/15 15" 2005 R - D1074D



WARRICK COUNTY COMMISSIONERS ORDINANCE # 2022-023
PLAN COMMISSIONER DOCKET # PCV 22-03
AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA
COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN
REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY COMMISSIONERS OF WARRICK
COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance, which was adopted by the Board of Commissioners on July 20, 2005 and made a part of said Ordinance, be and the same be hereby amended as follows:

That the boundaries of the "C-4 and R-1A" District as shown on the Warrick County Zoning District Map, be amended as to the shown on said District Map as follows: That the boundaries of the "C-4" District as shown on said District Map, be amended as to the described in said District Map as follows: That the boundaries of the "R-1A" District as shown on said District Map, be amended as to the described in said District Map as follows:

Part of Lots 27 and 28 in Sweet's Subdivision, recorded in Plat Book 3, page 156 in the Office of the Recorder of Warrick County, Indiana, being part of the West Half of the Southeast Quarter of the Southwest Quarter of Section 20, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows: Commencing at the Northeast Corner of the Southwest Quarter of said Section 20; thence along the north line of said Quarter Section, North 89 Degrees 22 Minutes 40 Seconds West 659.51 feet to the northwest corner of said Quarter Section; thence along the west line of said Quarter Section, South 00 Degrees 16 Minutes 30 Seconds West 183.56 feet to the southwest corner of said Quarter Section; thence along the south line of said Quarter Section, East 87 Degrees 54 Minutes 43 Seconds North 330.49 feet to the east line of said Sweet's Subdivision; thence continue along the north right-of-way of said Sweet's Subdivision, thence continue along the east right-of-way of said State Road, North 87 Degrees 54 Minutes 43 Seconds along the east right-of-way of Clover Drive, thence along the west line of said Lot 28 and Sweet's Subdivision, 531 feet; thence along the north line of said Lots 27 and 28 in Sweet's Subdivision, North 89 Degrees 22 Minutes 40 Seconds West 659.51 feet; thence along the east line of said Sweet's Subdivision, North 00 Degrees 17 Minutes 17 Seconds East 1106.00 feet to a point on the north line of the Southeast Quarter of the Southwest Quarter of said Section 20; thence along said north line, South 85

FILED
JUL 05 2022
WARRICK COUNTY, INDIANA

Degrees 23 Minutes 12 Seconds East 329.87 feet to the point of beginning and containing a Gross area of 9.161 acres, more or less.
Subject to all easements and rights-of-ways of record.

Which real estate is zoned and classified as part of the "C-4" (General Commercial) and R-1A (One Family Dwelling) District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same be hereby rezoned and reclassified from said "C-4 and R-1A" Districts to said "PUD/R-2B" District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

President
Member
Member
BOARD OF COMMISSIONERS
WARRICK COUNTY INDIANA

County Auditor: Deborah A. Steiner
Date Approved: 10/10/22

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.
Signature: Scott Buedel
Printed Name: SCOTT BUEDER

This document prepared by: Scott Buedel, Cash Waggnar and Associates, PCFILED
414 Citadel Circle, Suite B, Evansville, IN 47715.
JUL 05 2022
WARRICK COUNTY, INDIANA

White Oak Hills
Request for no street improvements
Jeremy & Stevie McKeethen
10/10/2022

BOARD OF COMMISSIONERS:

President
Member
Member

ATTEST:
Auditor: Deborah A. Steiner
Date: 10/10/22

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APPROVED OCT 10 2022

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of 10/12/2020 (the "effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and Warrick County, Indiana, Davis Hart with an address at 1755 Bossard Lane, Suite C, Newburg, IN 47630 ("Customer"). The parties agree as follows:

- 1. Definitions.
 - 1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.
 - 1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.
 - 1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.
 - 1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.
 - 1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.
 - 1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.
- 2. Merchant Enrollment.
 - 2.1 Merchant Enrollment Obligations
 - (a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Each Merchant must agree to the Yiftee Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.
 - (b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1.a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.
 - (c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

- (d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.
- (e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.
- (f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.
- (g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants.
- 2.2 Yiftee Materials.
 - Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.
- 2.3 Limited Licenses.
 - Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.
- 2.4 Trademark License.
 - Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.
- 3. Ownership.
 - As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.
- 4. Warranties Disclaimer.
 - YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.
- 5. Liability Limitation.
 - EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR IT'S LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S

LIABILITY EXCEED THE GREATER OF \$500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

6. Term and Termination.

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under. (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information. Each party agrees to that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate remedy if this Section 7

is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

9. Miscellaneous

9.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of and conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Santa Clara County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.


9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer (Print): Warrick County Economic Development YIFTEE, INC.

By: 

Name, Title:

Steve Roelle, Executive Director

By:



Name, Title: Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A

Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

Charges:

Purchasers pay the face value of the card plus a \$1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of five hundred dollars (\$500) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.