

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 23, 2023
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President and Robert Johnson, Vice President.

Attorney Andrew Skinner and Administrator Heather Soberg were in attendance.

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

Commissioner Meetings can be viewed via YouTube: Warrick County Meetings

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
C-20-056**

Area Plan Director Molly Barnhill presented several extensions of surety. The first was C-20-056 an entrance construction for Lot 6 in the North Warrick Industrial Park Section 3, 11200 Industrial Park Drive, Hoocat Holdings, LLC by Evan Beck, Managing Member. The County is holding \$14,201.00 in escrow guaranteeing the commercial driveway completion. They are requesting one additional year at the same dollar amount. They have had three years. The surety expires November 19, 2023. Jim Morley, Jr. was present to discuss the project. He said that this is the commercial entrance on a shell building in the Industrial Park. They haven't finished the site work as they are waiting to see what tenant moves into there, so they've not put the drive in. They're asking for an extension to put the drive in. County Engineer Bobby Howard said that the dollar amount is sufficient. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(C-20-056 is located on File in the Auditor's Office)

LEXINGTON ESTATES SUBDIVISION

Next, Ms. Barnhill presented an extension for the Lexington Estates Subdivision, First Federal Savings Bank by Michael Carter, SVP. The County is holding two letters of credit for drainage construction at \$6,325.00 and street construction at \$6,603.99. They are requesting a one-year extension on both letters. They have had six years. The letters of credit expire November 17, 2022. Michael Carter was present to answer any questions. He said all the extensions, with their name on them, the work is being done right now. They thought they were finished, but there was an additional punch list that needed to be completed before coming back. He said that is basically the same reason for Lexington Subdivision and the Village of Lexington II, PUD which are also on the agenda. It was discussed on whether to take them all together or separately. It was decided to approve each separately. Mr. Howard said that all the dollar amounts were sufficient. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Lexington Estates is located on File in the Auditor's Office)

LEXINGTON SUBDIVISION

The next was Lexington Subdivision, First Federal Bank by Michael Carter, SVP. The County is holding two letters of credit: \$4,475.00 for drainage construction and \$3,450.00 for street construction. They are also requesting a one-year extension at the same dollar amount on both letters. They have had seventeen years and the letter of credit expires December 3, 2023. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Lexington is located on File in the Auditor's Office)

VILLAGE OF LEXINGTON II PUD

The last was for the Village of Lexington II, PUD, First Federal Savings Bank by Michael Carter, SVP. There is a letter of credit for street construction at \$690.00 with a one year at the same dollar amount. They have had six years and the letter of credit expires November 17, 2023. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Village of Lexington II PUD is located on File in the Auditor's Office)

LEXINGTON SUBDIVISION

Ms. Barnhill then presented the extension for Lexington Subdivision, Niam Homes, LLC by Kush Patel, C/O. The County is holding a letter of credit in the amount of \$25,636.80 for sidewalk construction. They are requesting one year at the same dollar amount and have had seventeen years. The letter of credit expires December 3, 2023. Mr. Howard wanted to clarify that Mr. Patel had not had seventeen years himself. He bought it later. Ms. Barnhill agreed that the total was for the subdivision. Commissioner Johnson asked if it could be approved without them being present. Attorney Skinner said that they could. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(C-20-056 is located on File in the Auditor's Office)

**STREET ACCEPTANCE
BERKSHIRE PHASE 5**

Ms. Barnhill presented a street acceptance for Berkshire Phase 5, by Maken Corporation, Danny Ubelhor, Managing Member. It includes Brompton Drive, 592.3 lineal feet; Abbe Wood Drive, 148.8 lineal feet; and Camden Drive, 792.8 lineal feet. The letter of credit is in the amount of \$49,392.20. It was tabled at the last Commissioner meeting. She believed that there was a signature on the street acceptance. Mr. Howard said that they did accept and the punch list had been completed. Jim Morley was present. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Berkshire Phase 5 is located on File in the Auditor's Office)

**ACTION AGENDA
APPROVAL OF MINUTES
OCTOBER 9, 2023**

Minutes for the October 9, 2023 Regular Session meeting were presented to the Commissioners for approval. Commissioner Bob Johnson made the motion to approve the minutes. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

**COUNTY ADMINISTRATOR
SUPPLUS VEHICLES FOR SHERIFF'S OFFICE**

County Administrator Heather Soberg presented a surplus declaration for the Sheriff's Department that she said was not on the agenda. They have three vehicles to declare surplus:

- o 2005 Ford Explorer VIN V29397
- o 2015 Dodge Charger VIN 841207
- o 2015 Dodge Charger VIN 837003

Commissioner Johnson had some questions on the state of the vehicles. Administrator Soberg said that the email she received on the items stated that there were \$2,500.00 in repairs needed on one of them that they didn't feel was of value and the other two are not worth repairing. They do have nine vehicles coming in. President Phillippe felt the question was what the next use would be if any. Ms. Soberg said that it didn't sound like there was one. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

CONSENT AGENDA

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

- a. County Auditor Claims Voucher Report Date - 10/18/2023
 - o Certified Claims - \$3,733,190.55
 - o Non-Certified Claims - \$1,222.70
- b. Payroll Voucher for 10/20/23 - \$602,806.69
- c. Weights and Measures Monthly Report September 16-October 15, 2023
- d. Warrick Humane Society - Miles for Mutts 5K Trail Use Approval
- e. NetSavvy Independent Contractor Agreement – Mr. Robb Myers

There was a brief discussion on Item e, the NetSavvy Contract, as Attorney Skinner did not believe he had seen it. Ms. Soberg said that the generic Independent Contractor Agreement was used, listing the specific items for Appendix

A from what was discussed between the Commissioners and Mr. Myers. Attorney Skinner asked that it be approved separately and pending Council approval. Commissioner Bob Johnson made the motion to approve the above items and on the Consent Agenda. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

Commissioner Bob Johnson made the motion to approve Item e pending Counsel approval. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

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

(Non-Certified Claims are located on Page 8 of these Official Minutes)

(Payroll is located on Page 9 of these Official Minutes)

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

(NefSavvy Contract is located on Pages 9 through 10 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY BRIDGE 310 AMENDMENT FOR PE SERVICES WITH LOCHMUELLER

County Engineer Bobby Howard presented an amendment for Bridge 310 for PE Services with Lochmueller Group. This would be for two subcontractors and construction phase services. It was not put in the original proposal. They will need to do this for the project to proceed. The cost is \$10,000.00. He said the bridge is historic and going to be rebuilt at Friedman Park. Part of this is for any questions during reconstruction of the old truss and helping catalog that.

Administrator Soberg asked if this was what was approved at the last Commissioner meeting. Mr. Howard said that was for construction inspection. This amendment is part of the preliminary engineering construction phase services for the designers.

Commissioner Phillippe asked how long they had been working on this bridge. Mr. Howard said it was ready to go to construction and should make the February letting. It's a four-year project. Commissioner Phillippe felt that that was plenty of time to catch things that were left out. Mr. Howard stated that he understood. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Bridge 310 Amendment is located on Pages 10 through 11 of these Official Minutes)

NEWBURGH SEWER KENOSHA HILLS ELIMINATION PROJECT REQUEST TO CUT AND CLOSE GRIMM ROAD

Mr. Howard recommended tabling this agenda item. Commissioner Bob Johnson made the motion to table. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

TELEPHONE ROAD CONSTRUCTION INSPECTION AGREEMENT LOCHMUELLER LPA CONTRACT

Mr. Howard then presented an LPA Consulting Contract Agreement for Telephone Road from Bell Road to Fuquay Road. This is for construction inspection with American Structurepoint for the amount of \$963,644.76. It is 80% Federal reimbursable. Commissioner Bob Johnson made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

Mr. Howard also wanted the Commissioners to know that this project is scheduled for the July 2024 letting. All the right-of-way was cleared earlier this month. Utilities should be getting their notices to proceed.

*(Telephone Road Construction Inspection Agreement is located on
File in the Auditor's Office)*

**ACQUISITIONS ADMINISTRATOR
 BID OPENING FOR WARRICK COUNTY 2023 GENERATOR SERVICE**

Acquisitions Administrator Sherrie Sievers presented sealed bids for the Warrick County 2023 Generator Service. She also had a handout for the Commissioners to track quotes. Three companies were invited to quote: EVAPAR, Cummings Sales and Service, and Dayville On-Site Services. The County has seven generators. They are located at the County Jail, Judicial Center, Historic Courthouse, Disaster Storage, Chandler EMS, ALCOA, and the Boonville Water Tower. Ms. Sievers opened the received bids from EVAPAR and Dayville On-Site Services and presented the following numbers:

| EVAPAR | LOCATION | RATES | | | | |
|---------------------------------|----------|-------------|------------|-----------------|-----------------|-----------|
| | | Semi-Annual | Annual | Maintenance 2yr | Maintenance 3yr | Emergency |
| County Jail | | \$940.00 | \$1,150.00 | \$940.00 | \$1,300.00 | \$225.00 |
| Judicial Center | | \$865.00 | \$1,075.00 | \$865.00 | \$1,100.00 | \$225.00 |
| Historic Courthouse | | \$1,035.00 | \$1,245.00 | \$1,035.00 | \$1,400.00 | \$225.00 |
| Disaster Storage | | \$825.00 | \$1,035.00 | \$825.00 | \$1,100.00 | \$225.00 |
| Chandler EMS | | \$825.00 | \$1,035.00 | \$825.00 | \$1,100.00 | \$225.00 |
| ALCOA | | \$865.00 | \$1,075.00 | \$865.00 | \$1,100.00 | \$225.00 |
| Boonville Water Tower | | \$825.00 | \$1,035.00 | \$825.00 | \$1,100.00 | \$225.00 |
| Dayville Onsite Services | | | | | | |
| County Jail | | \$375.00 | \$930.00 | \$1,570.00 | \$2,520.00 | \$250.00 |
| Judicial Center | | \$375.00 | \$886.00 | \$1,526.50 | \$2,294.00 | \$250.00 |
| Historic Courthouse | | \$375.00 | \$1,270.00 | \$1,910.00 | \$3,048.00 | \$250.00 |
| Disaster Storage | | \$205.00 | \$599.00 | \$988.00 | \$1,163.00 | \$250.00 |
| Chandler EMS | | \$375.00 | \$1,085.00 | \$1,725.00 | \$3,275.00 | \$250.00 |
| ALCOA | | \$375.00 | \$1,085.00 | \$1,744.00 | \$3,310.00 | \$250.00 |
| Boonville Water Tower | | \$375.00 | \$1,085.00 | \$1,725.00 | \$3,275.00 | \$250.00 |

She also went through the forms presented by both companies. EVAPAR did not have a certificate of insurance and Dayville included a letter of recommendation from EMA Director Jake Greer. He has used Dayville Onsite Services because we are currently out of contract with EVAPAR. He had some very nice things to say. She said that Dayville is also the new provider for the Boonville Fire Department.

Commissioner Johnson asked if Ms. Sievers had added up the totals to see who was the low-cost provider. She said she had not because the bids were sealed. But she would be happy to do so and report back by tomorrow. He felt that was the way they should go. Commissioner Bob Johnson made the motion to take the bids under advisement. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

Attorney Skinner stated that Mr. Howard shared that there was now a generator at Vann Road. So, she can reach out and get a number from both of the bidders for that one.

**COUNTY ATTORNEY
 PROPOSAL FOR CONTINUOUS RADON MONITORING**

Attorney Andrew Skinner presented a proposal for continuous radon monitors from contractor, Popham Construction. They were able to receive those at a discounted rate. For a total of twenty-five devices, set up, and activation in the building was \$19,995.00. There were some additional services that were offered as well, which were for monitoring and other work by them that also can be considered, but the number stated was figured for just the devices. There is an additional monthly maintenance monitoring service and yearly calibration costs in their quote as well.

Commissioner Phillippe said that he would like to go ahead and get the devices ordered. Commissioner Bob Johnson made the motion to approve up to the twenty-five devices depending on how many it's determined they need. Commissioner Phillippe asked what the turn around time was. Attorney Skinner was not sure. Commissioner Johnson thought that the gentleman said it would be a couple of weeks, but wasn't sure. Attorney Skinner said that the gentleman was also going to look into some sort of way to secure the devices and was looking at costs, but nothing had been received yet. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0. Attorney Skinner clarified that the motion only covered the purchase of the devices. All other services would be determined at another time.

*(Popham Construction Radon Monitoring Proposal is located on
 On File in the Auditor's Office)*

ADJOURNMENT

The next Warrick County Commissioners' meeting will be held on Monday, November 13, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Terry Philippe seconded the motion. The motion carried 2-0. Meeting adjourned at 4:30 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILIPPE, PRESIDENT

[Handwritten signature of Terry Philippe]

ROBERT JOHNSON, JR., VICE PRESIDENT

Not present

DAN SAYLOR, MEMBER

ATTEST:

[Handwritten signature]

MICHAEL J. DIETSCH, AUDITOR
WARRICK COUNTY, INDIANA

Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary

Table with columns: Reference Date, Paper Name, Fund Desc, Acct, Desc Desc, Loc, Loc Desc, Amount. Contains a list of financial transactions with their respective dates, descriptions, and amounts.

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 _____

By: _____

Printed Name: Bob D. Myers

Its: _____
"County"

Signature: Bob D. Myers
"Contractor"

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

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

Dan Saylor, Member

EXHIBIT A

WARRICK COUNTY COMMISSIONERS

107 W. LOCUST STREET
COURTHOUSE, ROOM 301
BOONVILLE, IN 47601

PHONE (812) 897-6120 FAX (812) 897-6189

Independent Contractor Agreement
Exhibit A

DAN SAYLOR

TERRY J PHILLIPPE

ROBERT JOHNSON

NetSavvy, LLC,

Mr. Myers,

We want to thank you for your time thus far with the process of adding I.T. services to better support the county. We have carefully reviewed the offer with some adjustments to better serve the county's needs. Below is what we need to continue to thrive:

- Review current Astound services vs contract quoted pricing (where services may be needed)
- Assist with completion of network assessment recommendations.
- Mainstream manage installation process.

At this time we believe this list of items will best address our most immediate needs. Would you entertain the option of a retainer and a separate hourly rate for items out of the scope of the retainer? Please advise as to your thoughts and if you would like to meet to further review these needs.

Sincerely,

Terry J Phillippe
Commissioners Board President



APPROVED OCT 23 2023

AMENDMENT No. 2

THIS AMENDMENT NO. 2 IS MADE AND ENTERED INTO THIS 23rd day of October, 2023 BY AND BETWEEN WARRICK COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "LPA" AND **LOCHMUELLER GROUP, INC.**, HEREIN AFTER REFERRED TO AS THE "CONSULTANT".

NOV 16 2023

WITNESSETH

Michael J. O'Connell
 MICHAEL J. O'CONNELL
 DIRECTOR

WHEREAS, the LPA and CONSULTANT did on July 9, 2019 enter into an Agreement for professional services for the replacement and relocation of Warrick County Bridge 310, and WHEREAS, the project is at a stage at which additional Construction Phase Office services have become necessary, and

WHEREAS, LPA desires CONSULTANT to provide the additional required services, and

WHEREAS, LOCHMUELLER has expressed an interest to provide the additional services, and

WHEREAS, in order for CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. SECTION IV COMPENSATION on page 1 of the original Agreement is modified as follows:

SECTION IV. COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D", which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$521,055.00.

II. Appendix "D" is replaced in its entirety with the following:

1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix "A" of this Contract in the amount of a total fee not-to-exceed Five Hundred Twenty-One Thousand Fifty-Five Dollars (\$521,055.00), unless an amendment to this Contract is executed by the parties that increases the maximum amount payable.
- 1.2 The CONSULTANT shall be paid for the work performed under Items 2.1 through 2.11 of Appendix "A" of this Contract on a lump sum basis in accordance with the following schedule:
 - 1.2.1 Topographic Survey Data Collection.....\$19,000.00
 - 1.2.2 Environmental Documentation\$89,000.00
 - 1.2.3 Public Involvement\$10,600.00
 - 1.2.4 Hydraulic Analysis.....\$28,400.00
 - 1.2.5 New Bridge Design and Plans\$154,200.00

WARRICK COUNTY
 2023-10-11 AMENDMENT 2 WARRICK COUNTY

PAGE 1 OF 3

AMENDMENT NO. 2
 119-0033-0BD

- 1.2.6 Old Bridge Relocation and Rehabilitation Design and Plans\$93,900.00
- 1.2.7 Permitting\$15,200.00
- 1.2.8 Utility Coordination\$13,700.00
- 1.2.9 Project Management\$15,900.00
- 1.2.10 Construction Phase Office Services\$14,000.00
- 1.3 The CONSULTANT shall receive payment for Geotechnical Investigation Services performed under Item 2.12 of Appendix "A" of this Contract on a unit price basis per the schedule set forth in Exhibit "1", attached to this Contract and made an integral part hereof. The total payment for these services shall not exceed \$43,155.00, unless approved by the LPA.
- 1.4 The CONSULTANT shall receive payment for Right-of-Way Engineering Services performed under Item 2.13 of Appendix "A" of this Contract based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule:
 - 1.4.1 Title Reports (6 parcels @ \$400 each).....\$2,400.00
 - 1.4.2 Right-of-Way Engineering (6 parcels @ \$3,000 each)\$18,000.00
 - 1.4.3 Right-of-Way Staking (6 parcels @ \$350.00 each)\$2,100.00
 - 1.4.4 Appraisal Problem Analysis (6 parcels @ \$350 each)\$1,500.00
 - 1.4.5 Combined or Eliminated Parcels (0 @ \$500 each)\$0.00
- 1.5 The CONSULTANT shall not be paid for any service performed by the LPA or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.
- 2.0 METHOD OF PAYMENT
- 2.1 The CONSULTANT shall submit invoices to the LPA on a monthly basis for services rendered. In no event shall the total of the CONSULTANT's invoices exceed the amount provided in this Appendix "D" without prior approval as provided elsewhere in this Contract.
- 2.2 The LPA agrees to pay the CONSULTANT for the percentage of the work completed under Item 1.2 of this Appendix "D" as of the invoice date.
- 2.3 The LPA agrees to pay the CONSULTANT the per-parcel-fee times the units of work performed and accepted under Items 1.4, 1.5 and 1.6 of this Appendix "D".
- 2.4 The LPA agrees to pay the CONSULTANT for Additional work for Condemnation Proceedings pursuant to Item 1.7 of this Appendix "D."
- 2.5 The CONSULTANT shall not request partial payments for per-parcel-fee items unless prior approval is given by the LOCAL PUBLIC AGENCY.

Except as herein modified, changed and amended, all terms of the original Agreement dated July 9, 2019 and Amendment No. 1 dated February 22, 2021 shall continue in full force and effect. This Amendment No. 2 increases the previous not to exceed fee of \$511,055.00 by \$10,000.00 to a new not to exceed fee of \$521,055.00.

WARRICK COUNTY
 2023-10-11 AMENDMENT 2 WARRICK COUNTY

PAGE 2 OF 3

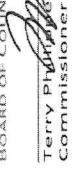
AMENDMENT NO. 2
 119-0033-0BD

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.


LOCHMUELLER GROUP, INC.

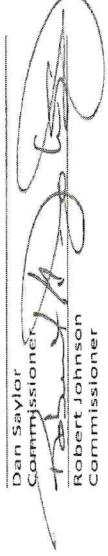

David N. Goffinet
Regional Leader-Southern Indiana

WARRICK COUNTY
BOARD OF COUNTY COMMISSIONERS


Terry Phelan
Commissioner

Dan Saylor
Commissioner


Robert Johnson
Commissioner



Rest of this page left intentionally blank.