

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**

REGULAR SESSION

COMMISSIONERS MEETING ROOM

107 W. Locust Street, Suite 303

Boonville, Indiana

October 24, 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 John Goth and Administrator Heather Soberg were in attendance.

Secretary Kristine Georges attended and recorded the minutes. Auditor Debbie Stevens was out of town for the SBOA Auditor's Conference.

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**IN THE MATTER OF THE PETITION TO VACATE PORTIONS OF THE RIGHT-OF-WAY OF BAYBERRY DRIVE IN FRAMEWOOD ESTATES IN WARRICK COUNTY, INDIANA**

**Commissioner Terry Phillippe:** Okay, first order of business is a Public Hearing in the Matter of the Petition to Vacate Portions of the Right-Of-Way of Bayberry Drive in Framewood Estates in Warrick County, Indiana. So, make a motion to exit the meeting and go into a Public Hearing. Need a motion.

**Commissioner Bob Johnson:** Motion.

**Commissioner Terry Phillippe:** To recess the Commissioner's meeting.

**Commissioner Bob Johnson:** Yes.

**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). Now, do we need a motion into the Public Hearing as well?

**John Goth:** It was all part of the same motion.

**Commissioner Dan Saylor:** Yeah (inaudible).

**Commissioner Terry Phillippe:** Okay. Go ahead, sir.

**Jared Memering:** My name is Jared Memering with Morley. I'm representing the Yorks on this vacate petition.

**Commissioner Terry Phillippe:** Is there anybody here to speak in favor or against? Let the record show that no one is here to speak for or against.

**Molly Barnhill:** This was advertised in the Standard. They did send notices to all the neighbors in that subdivision and adjacent. And we did receive the letters back from the utilities that they were fine with the request.

**Commissioner Terry Phillippe:** One (1) we saw at the Drainage Board a couple weeks ago, right?

**Commissioner Dan Saylor:** Yeah. There's already a drive on there. So, help, help me understand. So, we approve the vacation here. So, does half of this belong to Lot 23 and the other half belong to Lot 22?

**Jared Memering:** Once it's vacated, yes.

**Commissioner Dan Saylor:** Okay. I mean, I'm good with it. So, we got...

**Commissioner Terry Phillippe:** What's our Ordinance number?

**Kristine Georges:** The Ordinance number would be '24.

**Commissioner Bob Johnson:** (Inaudible).

**Commissioner Dan Saylor:** Close, close the Hearing.

**Commissioner Terry Phillippe:** Oh, okay.

**John Goth:** Motion to adjourn the Public Hearing.

**Commissioner Dan Saylor:** I make a motion to close the Public Hearing.

**Commissioner Bob Johnson:** Second.

**Commissioner Terry Phillippe:** All in favor?

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**ACTION ON PUBLIC HEARING  
IN THE MATTER OF THE PETITION TO VACATE PORTIONS OF THE RIGHT-OF-WAY  
OF BAYBERRY DRIVE IN FRAMEWOOD ESTATES IN WARRICK COUNTY, INDIANA  
ORDINANCE 2022-24**

**Commissioner Terry Phillippe:** Okay, back in the Commissioners' meeting here. And Kristine, I'm sorry. What's the Ordinance number?

**Kristine Georges:** It was '24.

**Commissioner Terry Phillippe:** '24.

**Commissioner Dan Saylor:** You want a motion?

**Commissioner Terry Phillippe:** Yes, Sir.

**Commissioner Dan Saylor:** I make a motion to approve the vacation of the right-of-way of Bayberry Drive in Framewood Estates, Ordinance 2022-24.

**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.

**Commissioner Terry Phillippe:** Thank you.

*(Ordinance 2022-24 is located on File in the Auditor's Office)*

**AREA PLAN COMMISSION  
REQUEST FOR RELEASE OF SURETY  
C-21-112 MYRIAD TAP ROOM**

**Commissioner Terry Phillippe:** Okay, next order of business is Area Plan.

**Molly Barnhill:** We have a Request for the Release of Surety, it's commercial entrance C-21-112 for the Myriad Tap Room at 8239 High Pointe Drive. Jason T. Elliott's, the managing members. We're holding two thousand three hundred seventy-six dollars (\$2,376.00) in escrow guaranteeing the drive completion and they've had one (1) year. This surety expires November 15, 2022. I know the County Engineer visited the site and we do not have a sign-off that construction's been complete.

**Commissioner Terry Phillippe:** Okay.

**Commissioner Dan Saylor:** So...

**Commissioner Terry Phillippe:** Table?

**Commissioner Dan Saylor:** So, we're not, so, Bobby's not looked at this?

**Steve Sherwood:** I have looked at it.

**Commissioner Dan Saylor:** Oh, okay.

**Steve Sherwood:** It's, it's not in compliance with the approved commercial driveway permit construction. They should have removed the curb gutter and built a lesser curb and gutter but...

**Commissioner Dan Saylor:** Okay.

**Steve Sherwood:** The curb and gutter is gone. They just paved to the edge of the pavement after they removed the gutter. And Bobby was not going to sign-off on that.

**Commissioner Dan Saylor:** So, the motion is not to release the surety, correct?

**Molly Barnhill:** Yes, yes. And we'll hold it, this is good for another year.

**Commissioner Dan Saylor:** I make a motion not to release the surety.

**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).

**Steve Sherwood:** This will give them another year to correct the matter and return it per the approved commercial driveway permit that was on file.

*(C-21-112 is located on Pages 30 through 31 of these Official Minutes)*

**STREET CONSTRUCTION PLANS  
PP-22-11 STAHL ROAD APARTMENTS PUD**

**Molly Barnhill:** Our next item were Street Construction Plans, PP-22-11, Stahl Road Apartments, PUD. This one (1), they are asking to table this another two (2) weeks. I know plans have been submitted again. But, they have not agreed on the (inaudible).

**Commissioner Dan Saylor:** I make a motion to table to November 14, 2022 meeting.

**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).

**SIDEWALK ACKNOWLEDGEMENT  
BERKSHIRE PHASE 3**

**Molly Barnhill:** And we have a Sidewalk Acknowledgement, Berkshire Phase 3, Maken Corporation by Daniel Ubelhor, President. It's Belmont Drive at nine hundred eighty (980) lineal feet. They've had three (3) years and the County Engineer has visited this site and believe they are willing to sign off on this one (1). Is that right, Steve?

**Steve Sherwood:** That's correct. You should have a copy of that. I signed off on behalf of Bobby. We visited the site last week. Bobby's not able to be at this meeting. And I signed off as his replacement.

**Commissioner Dan Saylor:** All good?

**Steve Roelle:** Yes.

**Commissioner Dan Saylor:** Make a motion to approve the sidewalk acknowledgement.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** (Inaudible).

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

**Molly Barnhill:** Okay. That's all the Area Plan Commission has. Thank you.

Commissioner Dan Saylor: Thank you, Molly.

*(Berkshire 3 is located on Pages 31 through 32 of these Official Minutes)*

**ACTION AGENDA  
APPROVAL OF MINUTES  
OCTOBER 10, 2022**

Commissioner Terry Phillippe: Okay, next order of business is the Approval of Minutes from our last meeting, what's the date on that?

Kristine Georges: The 10<sup>th</sup>.

Commissioner Dan Saylor: October 10<sup>th</sup>.

Commissioner Terry Phillippe: October 10<sup>th</sup>.

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

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).

**COUNTY ADMINISTRATOR  
CONSENT AGENDA**

**TRIM WORK BY COULUP CONSTRUCTION IN COMMISSIONERS' MEETING ROOM  
WEIGHTS & MEASURES MONTHLY REPORT  
STORM WATER - ALPHA LASER CONTRACT  
FIDLAR TECHNOLOGIES CONTRACT - CLERK'S OFFICE  
KELLER SCHROEDER VMWARE SERVICE AGREEMENT**

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

Heather Soberg: Thank you, Mr. President. Tonight, I have the Consent Agenda. And on that Consent Agenda is the County Auditor Claims Voucher Report dates 10-12 through 10-25-2022. And Payroll date of 10-24-2022. Trim work completion by Coulop Construction in the Commissioners' meeting room. Weights and Measures Monthly Report 09-16 through 10-15-2022. The Alpha Laser Contract for the new Storm Water copier. The Fidler Technologies Contract for the Clerk's Office. Keller Schroeder VMWare Service Agreement and the Treasurer's Monthly Report ending September 2022.

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

Commissioner Dan Saylor: So moved.

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).

*(Certified Claims are located on Pages 17 through 19 of these Official Minutes)*

*(Non-Certified Claims are located on Page 19 of these Official Minutes)*

*(Payroll is located on Page 20 of these Official Minutes)*

*(Coulup Construction Agreement is located on Page 20 of these Official Minutes)*

*(Weights and Measures is located on Page 21 of these Official Minutes)*

*(Alpha Laser-Storm Water- is located on Pages 21 through 24 of these Official Minutes)*

*(Fidler-Clerk's Office- is located on Pages 25 through 28 of these Official Minutes)*

*(VMWare is located on Page 29 of these Official Minutes)*

*(Treasurer's Report is located on Page 30 of these Official Minutes)*

**COUNTY ATTORNEY  
INTERLOCAL AGREEMENT WITH INDOT  
STATE ROAD 66 AND EPWORTH INTERSECTION**

**Commissioner Terry Phillippe:** Okay, next order of business is County Attorney.

**John Goth:** Thank you, Mr. President. Only thing I have is, would be a provisional approval of an Interlocal Agreement with INDOT with respect to the State Route 66/Epworth Intersection. This has been back and forth for a while and they have recently sent a revised version I'm going to handout here in a second. This has been reviewed by Economic Development. Steve Roelle's here if he wants to offer anything else. But, as far as I understand, both Economic Development and us as Counsel feel like the agreement's in a good position to be signed.

**Commissioner Dan Saylor:** Are these all yours?

**John Goth:** Yes. And there might be one (1) or two (2) additional, like pagination changes that might need to be made tomorrow. But, all we would need tonight is your provisional approval of this interlocal agreement and then we'll get it signed by you and sent back up.

**Commissioner Dan Saylor:** Steve, won't you come up, maybe just give the elevator version of this to the other two (2) Commissioners. I know, I've not read the emails exchanged today. But, I have, we've been in meetings about all day today. So, I've not had a chance to even talk to him about the 66 and Epworth.

**Steve Roelle:** Okay, so the short version is we've been working on this intersection since June of 2019, after we were given some U-turn option that was unacceptable for Warrick County and the stakeholders. We've gone back and forth a whole bunch. This interlocal has been back and forth for about fourteen (14) months now. And the final version of it is acceptable to Economic Development for what we thought our commitment was to this upgrade. Dan has been on the Economic Development Boards since that time. So, he's been the Commissioner that's been most heavily involved with this intersection. This Interlocal, we wanted to strike some language from it, which we thought put too much of a risk on Warrick County. All we're doing is helping to contribute the cost of any right-of-way that is needed for the construction. If that right-of-way is not donated by the landholders and some language put any and all things that might cause Federal Highway to pull out funding is that Warrick County would make up the difference in funding. So that risk is not acceptable to anybody cause we're talking four (\$4,000,000.00), eight (\$8,000,000.00), ten (\$10,000,000.00), twelve million dollars (\$12,000,000.00) depending on the latest INDOT quote. And we're happy with the intersection we're getting. We're happy with the agreement. We're happy with some of the concessions that were made in this agreement. And the Redevelopment Commission, with it being in the TIF, is happy with the commitment for right-of-way.

**Commissioner Dan Saylor:** So, so not only has Herb Davis, Economic Development attorney, looked at this, Todd and John's eyes has been on this. So, I've, I've read the highlighted changes and I'm, you know, my main concern was the liability, you know, that exposed Warrick County to which was absolutely ridiculous. So, if, if all that's been addressed by legal, then I'm good with it. And Steve, you're good with it as it stands? Because you've been the tip of the spear on this.

**Steve Roelle:** Yeah. I mean, if we strike it, sign it back, and say here's the signed agreement; here's the stuff removed that we don't like.

**Commissioner Bob Johnson:** So, so, this has taken out that ridiculous amount of money that they were trying to hold us liable for?

**Steve Roelle:** They put it in there that they could ask the Auditor of the State to take it out of our Highway Funds if we refused to pay that amount of money and some other language that we just can't take that kind of a risk.

**Commissioner Dan Saylor:** They were, they had language in there holding us responsible for contractors and maybe...

**Steve Roelle:** Their status, their status.

**Commissioner Dan Saylor:** Yeah, their, their employee certifications, I think, and all that stuff.

**Steve Roelle:** I think I would say it's a boilerplate contract like if we were actually partnering on construction of an intersection.

**Commissioner Bob Johnson:** Yeah.

**Steve Roelle:** But, we are not hiring anyone. We're not constructing anyone. We're not lifting a shovel. And so, all of that was in there where all we were, was fostering some funds to contribute towards right-of-way. So, we wanted to strike all the other stuff that was really not applicable for what we were agreeing to.

**Commissioner Bob Johnson:** John, were you okay with this?

**John Goth:** Yeah.

**Commissioner Terry Phillippe:** Is there any feeling whether they're going to find this acceptable?

**Steve Roelle:** I hope so.

**Commissioner Dan Saylor:** I think they will.

**Commissioner Terry Phillippe:** Good.

**Commissioner Dan Saylor:** My opinion.

**Commissioner Terry Phillippe:** I'll entertain a motion to approve.

**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 (3-0). Thank you, Steve.

**Steve Roelle:** Okay, thank you.

**Commissioner Dan Saylor:** Thank you, Steve

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

### **EMS – ASCENSION CONTRACT**

**Commissioner Terry Phillippe:** Did you have the EMS?

**John Goth:** I can.

**Commissioner Terry Phillippe:** I think we'd like to talk a little bit, yeah, please.

**Commissioner Bob Johnson:** Do we have to?

**Commissioner Terry Phillippe:** Pretty much.

**John Goth:** You want me to bring it up under my...?

**Commissioner Terry Phillippe:** Yes, please.

**John Goth:** Okay. And then one (1) thing that's not listed but is ready for discussion is the latest version of the Emergency Medical Services Agreement that's being worked through with Ascension. And I have a draft version here, but I, you know, if you want to discuss or communicate with anybody.

**Commissioner Terry Phillippe:** So, I'd just like to open up the initial discussion and the fact that, you know, we've been talking about revising the contract that we already have with Ascension/EMS for some time. I've heard various stories from different counties in Southwest Indiana, and how I believe Martin County is without an ambulance service now. Knox County, Indiana found themselves in a position where they had to fire up their own EMS service. And so, you know, it's a very serious conversation when Warrick County is faced with, you know, an existing contract that goes for two (2) years. In other words, the final two (2) years of a ten (10) year contract. And we're getting a great deal. But, we're also agreeing to create a sixth ambulance which is sorely needed. We're without ambulances every day. And so, I feel like we have to, you know, sit back and re-examine where we're at. And I'd like some of the folks that are here today, starting with Tony O'Neal, to come up and explain what we're talking about today.

**Tony O'Neal:** Tony O'Neal, Warrick EMS Manager, here for Warrick County. Just want to thank you for the opportunity to be here this evening. I want to tell you how much I value this relationship that we have with Warrick County. We've had the honor and the ability to serve as your 911 provider since 1976. That goes really way back when Warrick Hospital just actually initially started it. Over the years, we have seen substantial growth in the County. Not only in medical facilities, but hospitals and, and communities itself, housing communities. And we've seen our volume run to a point now that we've probably in the last ten (10) years went from four thousand (4,000) to almost eight thousand (8,000) runs a year now that we're doing. We're finding ourselves now more where we either don't have an ambulance available for 911 calls or we have delayed response times because we've got to pull another ambulance out of an area of the County to, to come down. So, it's, it's much needed to get the sixth ambulance going. And I think what I would say with the funding is, over the summer, I had an opportunity to meet with several of the County Council members and the Commissioners off and on and actually show them the books and show them where we are financially in the County in operating the service and the loss that we take now. So, and that's just with five (5) trucks that wasn't including adding the sixth truck. So, what we're, what we're asking for is, is Ascension is not out to make a net profit on anything. We're just trying to cover the cost of what it costs to run the service in the County and provide excellent coverage for the County and add this sixth truck at the same time. So...

**Commissioner Terry Phillippe:** Tony, I've heard numbers from other counties that are in the millions of dollars to

run their ambulance service. And those are smaller counties. Do you have any idea if we had to fire up our own ambulance service tomorrow what that annual cost would be?

**Tony O'Neal:** That, I mean, I can give you a ballpark, but I would, I would say you're in the millions of dollars. There's, there's a lot of costs that, a lot of big costs that Ascension takes on that, that most counties would have to pay for if you're running it on your own. Technical support, liability insurance, malpractice insurance, a lot of variables in there that are covered by, by Ascension that, that the County doesn't even see. So, if, if you were to go out on your own to hire a medical director and fund six (6) trucks and, you, I would say you would be in the millions.

**Commissioner Dan Saylor:** Tony, how many people do you have employed do to support your operations here in Warrick County?

**Tony O'Neal:** We have right about forty (40) employees. We have, I think, thirty (30), my number girl's behind me. I'm gonna say she's, probably thirty-four (34), thirty-five (35) full time and five (5) or six (6) part time.

**Commissioner Bob Johnson:** I think...

**Commissioner Dan Saylor:** (Inaudible) capital end (inaudible).

**Commissioner Terry Phillippe:** Right.

**Commissioner Bob Johnson:** I think, you know, all of this, Tony, we all realize that we need another ambulance. That sixth ambulance, it's a must. I think at this point, you know, we're all on board. It's just a matter of hammering out the details of the contract and working that out. I think you have the support of all of us.

**Tony O'Neal:** Yeah. Well, that's, you know, that's, in our last meeting, we talked about, you know, I think the County made a counteroffer. And we submitted one (1) back to you and hoping to get this voted on tonight so we can move forward on hiring. It'll take us, I shared last, last month, it'll take us two (2) to three (3) months to get six (6) new people to cover this truck. So, it's important that we can kind of move forward and start on that.

**Commissioner Terry Phillippe:** You know, kind of, kind of repeat the words that I've said in conversations throughout the day here. And I know you have some guests and some leadership from Ascension with you. You know, when this contract was probably started, it was with St. Mary's, an organization ran by the Diocese.

**Tony O'Neal:** Yes.

**Commissioner Terry Phillippe:** And I don't mean anything terrible by this, it's kind of kind of a, a little bit of a smart aleck remark, but at the end of the day, the Ascension folks are a for profit business. And they're probably not as nice as the nuns. And if we don't take care of the issue that exists of you guys being in the severe red numbers, I'm afraid that this, that this is gonna get pulled out from underneath us. And I do not want to be faced with that.

**Tony O'Neal:** Yeah. Well, just, just for the record, Ascension is a non-for-profit organization. So, it is a non-for-profit.

**Commissioner Terry Phillippe:** Okay. Okay.

**Tony O'Neal:** If you would vote on the contract tonight, we'll still have a loss this year running the service. So, this doesn't break even for us. We're willing to occur some of that cost, because again, we've had this relationship for a number of, many, many years with you guys. So again, we're not, we're not trying to break even. We're just trying to get us out of the hole a little bit so we can operate and operate this sixth truck successfully.

**Commissioner Terry Phillippe:** Yep. Refresh my mindset on the timeline of when, I think you already have the truck ordered, correct?

**Tony O'Neal:** The truck is ordered. Yes.

**Commissioner Terry Phillippe:** And then you'll need to begin to advertise for folks to operate it.

**Tony O'Neal:** Yes, sir.

**Commissioner Terry Phillippe:** Begin to outfit the truck with everything it needs.

**Tony O'Neal:** Yes.

**Commissioner Terry Phillippe:** And then, I know Chad's here. When would, that truck would become stationed at Liberty station?

**Tony O'Neal:** Well, it, again, it's all dependent on when the station opens. But, I've also talked with Chad, with Chad about maybe utilizing some space at the Paradise Station too, if we needed to get it up sooner. You know, we could possibly use some space over there to, to get it running and operating prior to the new station opening. But, Chad can, can enlighten us on that a little more.

**Commissioner Bob Johnson:** No, that's alright.

**Tony O'Neal:** You've got two (2) minutes.

**Commissioner Dan Saylor:** I'm starting the clock.

**Chad Bennett:** Chad Bennett, Ohio Township trustee. I just kind of want to echo what Tony said and what you all know, that the need is great. We represent forty-five thousand (45,000) people in Ohio Township and unfortunately that's where all the calls are happening. But this ambulance not only stationed there's going to help the overall County out. And I think that's a bigger picture and to Terry's point, costs are crazy, but, you know, I think this is a very good deal that the County's got. And hopefully with a good partnership, you can continue that. And then to the point about the station, you know, Ohio Township's willing to work with whatever if that truck goes online beforehand. Our, our tentative completion date of our new station is in, at the end of the first quarter of next year. So, in that, by April 1, we're hoping to be online. Now, where that falls in and EMS and all that is very fluid. But, you know, I've told Tony that we're able to, you know, try and work out something. You know, having two (2) ambulances on the same station is not the best ideal for coverage, but it beats not having the ambulance online. That's a good thing. And maybe during the daytime, that ambulance can follow the truck that went out previously so that we're not down to zero (0) ambulances or areas where they're moving around. But, that's for him to decide. So, we're on board with it. We're also on board with the Commissioners on working out an ILA for that sixth truck to be housed in the Libbert Station and that's something that John and I've had, or Andrew and I've had discussions on. So, we're ready to move forward with that as well.

**Commissioner Terry Phillippe:** Thank you, sir.

**Chad Bennett:** Thank you.

**Commissioner Terry Phillippe:** Counsel, any comments on the contract itself?

**John Goth:** The only thing is, and this is something that Andrew and Todd have, have had their eyes on more than I have. So, qualifying what I'm about to say with that, I think that, what I understand to be the final piece of the puzzle is just the payment structure beginning 2023, 2024, 2025. As far as I know, that's kind of the one (1) issue that, it's a small issue. I mean, few numbers to iron out, but that's what I came to this meeting understanding as not being finalized yet. And so, if you, after reviewing their latest proposal are comfortable with numbers they propose, then we can take action on it. Or if you want an opportunity to refresh your memory on it, you know, this can be something that is, you know, approved contingent upon final determination of those numbers and proceed that way. And so, that we can get that communication back.

**Commissioner Bob Johnson:** Get it expedited.

**John Goth:** Get approved without having to necessarily wait for another two (2) week period because there was an understanding, we understand that's the final piece of the puzzle to put in. All of the material items have been agreed upon. And again, it's just ironing out the installments in 2023, 2024, 2025.

**Commissioner Terry Phillippe:** Okay. And acknowledging that this is in fact more money than what, what we would be scheduled to pay in the last two (2) years of the contract. However, you know, the whole purpose of the public safety local option income tax was to fund public safety and EMS was part of that plan. So, just want to acknowledge that fact.

**Commissioner Bob Johnson:** How long's the contract for?

**Commissioner Terry Phillippe:** What's the term of the contract?

**Commissioner Bob Johnson:** Ten (10) years?

**Heather Soberg:** Yes.

**John Goth:** Yes.

**Commissioner Terry Phillippe:** Go ahead, Tony.

**Tony O'Neal:** Yeah, just gonna say what it is, it's just renewing the ten (10) year. I think the other thing I'd like to say, Mr. President, is I sent, I sent a counterproposal to you guys over a week ago, I think, to give you guys time to do this, I think, last month. Again, not trying to put a pressure on anybody but the clock ticks and every, every day that goes by, week goes by is more time that we're not moving on anything. And so, I would just, I would just ask you guys to consider tonight a vote.

**Commissioner Terry Phillippe:** Understood. Commissioners, any other questions? Comments?

**Commissioner Dan Saylor:** No, you kind of took the, the, you know, the Local Income Option Tax was part of the discussion. And we've been discussing this a lot. You know, I just, understanding it's a, it's a probably, you know, to me a contract is between two (2) parties and it has to work for both parties. And ultimately, my concern is, is that, you know, if, if we had to look at another option of a provider or go out and start our own. We're, we're in the neighborhood of millions with a capital M. And while, you know, I got a sticker shock because of the one (1) ambulance and Tony did invite us in and go over those numbers and when you, when you got to see those numbers, it kind of puts it in perspective, what costs are and what Tony is kind of dealing with now. And, and none to the fault of Tony, that's called growth and, which is, which is good. Warrick County is growing. And we're charged, the Board of Commissioners, is charged with that responsibility to provide EMS service. So, while this is a contract, I think that, obviously, I don't think it cost us more money. I think we all knew, everybody in the room knew, we was going to have to be paying more and that was part, one (1) of the parts of the selling points of the LIT Tax to help, help with that. So, I, I still like a deal, but if we were having to go do this on our own, I think, I think we're getting a deal, even, even at these numbers. However, I'm not opposed to the other two (2) Commissioners to approving this based on, you know, maybe we get it hammered out, the fine details. Because I think, I think we're close. I think we're close enough to where we can, you know, we can get something hammered out.



**Commissioner Bob Johnson:** I would agree with that. I mean, I was thinking earlier that we should, you know, I would approve it contingent on our attorneys hammering out the details on the, on the payment options and future payments, I guess.

**Commissioner Terry Phillippe:** Anything else?

**Commissioner Bob Johnson:** No.

**Commissioner Terry Phillippe:** Okay. I'll entertain...

**Commissioner Dan Saylor:** Wait, wait a minute. Sheriff wants to say something.

**Commissioner Terry Phillippe:** Go ahead, Sheriff.

**Sheriff Mike Wilder:** Sheriff Mike Wilder. I don't want to get into the pressure or in the contract. That's not my decision. But, I would like to point out, I've been at the Sheriff's Office for twenty-six (26) years. Handled the the 911 Center the past several years. Warrick EMS has been a great partner. Tony specifically when (inaudible) in the room to deal with. Not only just when we're communicating about Public Safety, but also with, when our Jail, with our officers, they've gone out of their way to help us with blood draws different things. So, and everybody in here knows the need for the sixth ambulance. So, like I said, I'm not here to pressure anybody. But, I do want to talk about their partnership. I didn't realize, he said 1976. That's, that they'd partnered that long. But, I've been here twenty-six (26) years. But the last several, especially with Tony, (inaudible), the different groups working with them. You know, like I said, it is for the attorneys to draw out the money, financial ends of it. But, I hope to move forward to keep continuing to get to work with Tony and Warrick EMS and Ascension. So, just kind, of from our side of the law enforcement and through the 911 Center and things wanted to at least get my two cents (\$0.02).

**Commissioner Terry Phillippe:** Sheriff, not to, not to elongate the conversation too long. But, if you had to begin to dispatch an entirely new service, what kind of chaos would that throw in your day?

**Sheriff Mike Wilder:** I don't even know how, I mean, I don't know how we even get up and start it. They've got mobiles in their trucks, the communication and that we now have. Tony and them, the work they come in with Dispatch. They do the calls. So, you know the ambulances are placed out so the response times are as minimal as we can make them. Meaning the need for that sixth truck, and it's kind of, as Chad hit on, when one (1) goes out, they move, that's all the statistics that they have and show and we give to them through 911 where ambulances are needed by call volumes and the people. I mean nobody whether they live in Lynnville or Newburgh needs to wait for ten (10) or eleven (11) minutes for an ambulance. It should be less, but I mean, it doesn't matter if you're in the northern part of the County just because there's less people or the southern part cause there's more. They do their job to try to keep the ambulances balanced so that everybody gets that same, you know, response times. And it's not easy. You know, when everybody knows you're gonna need one (1) ambulance the next two (2) hours or four (4) hours over the next, you know, one (1) accident may take three (3) ambulances. So, they do an excellent job and I just want to give my two cents (\$0.02) because I have some experience with them and got to work with Tony quite a bit. And then so...

**Commissioner Terry Phillippe:** Thank you.

**Commissioner Bob Johnson:** Thanks.

**Commissioner Terry Phillippe:** I see...

**Commissioner Bob Johnson:** (Inaudible) Steve (inaudible).

**Commissioner Terry Phillippe:** I was going to say, I see other faces out here. Come on up. Mr. Saylor's shaking his head no.

**Mike Wilson:** Mr. Mike Wilson, Warrick County resident. Your contract, that's up to you guys, but here's what I see happened three and a half (3 ½) years ago. EMS was really busy, five (5) ambulances. They're scattered everywhere. They're all out of town on different runs throughout the County. My father's heart stopped. His, his defib unit went off seven (7) times at home. And I waited on an ambulance from Scott Township for thirty-two (32) minutes to get Downtown Newburgh. So, I think Tony's needing that sixth truck really bad.

**Commissioner Terry Phillippe:** Agreed. Thank you, Sir.

**Commissioner Bob Johnson:** Thanks, Mike.

**Commissioner Terry Phillippe:** Steven?

**Steven Byers:** Everybody else is talking, I might as well too. Steven Byers, Boonville Fire Chief. Just to reiterate what Tony said, we are seeing large call volumes. We're starting to see more and more serious accidents that are involving multiple patients where we're having to get, you know, more than one (1) ambulance on scene. And I can tell you we looked into, I guess it was the previous contract, when they were looking at bringing, possibly bringing another service in years ago. We knew kind of what, what would happen there and the quality, the way it would go. So, we did look at getting some prices together and what it would cost for us to run one (1) ambulance out of our station. And to be able to get the paramedics, run one (1) ambulance and get everything we needed for one (1) ambulance was well over a million dollars, (\$1,000,000.00) for us to get up and running. That wasn't continuing to keep going. So, you know, I think, I mean, you guys have tough decisions ahead of your day but I think you guys will make the right decision here ultimately. I mean, I would encourage you, or ask you to please consider getting this passed so they can

get the ball rolling and start with hiring paramedics and EMTs that they need moving forward with that.

**Commissioner Bob Johnson:** Thanks, Steve.

**Steve Byers:** Thank you.

**Commissioner Dan Saylor:** Thank you, Steve.

**Tony O'Neal:** I'd like to say one more thing, if you don't mind, Commissioners. Eight (8) years ago, when St. Mary signed this initial contract and the County kind of stepped out of it, it was costing the County a million dollars (\$1,000,000.00) at that time, two (2) or eight (8) years ago. A million dollars (\$1,000,000.00) to run five (5) trucks. That did not include capital. That was what was operating expense for that. So, you fast forward eight (8) years and you're gonna add a sixth truck and we're, you know, we're only talking one point five million (\$1,500,000.00) for, for a sixth truck. Now, with, with all the expensive the sixth truck, the gas, the fuel, the equipment that it takes to run all six (6) trucks. So, if you look back from, from eight (8) years ago and what it was costing the County to what we're asking now, I think we're, I think we're really at a point where it is a win-win for, for both parties. So, I just wanted to share that.

**Commissioner Bob Johnson:** Okay.

**Commissioner Dan Saylor:** Does Bob know that? I just, I just asked how far we're apart. Just two-fifty (250). So...

**Commissioner Bob Johnson:** Per year?

**Commissioner Dan Saylor:** Is that, is that per year or for the first, first year?

**Commissioner Terry Phillippe:** First, my understanding.

**John Goth:** Like I said, decision's obviously up to you and not me, but it, it seems as though we're rapidly approaching the middle of what that final, those final numbers are. I haven't been presented with a final version anyway. I don't think one's been prepared. So, one (1) wouldn't be able to be signed tonight regardless.

**Commissioner Terry Phillippe:** Right.

**John Goth:** So, I think what you have available to you is an understanding that you can approve the contract, that's been presented or the contractual arrangement, contingent upon resolution of one (1), two (2) primary financial details that can be ironed out tomorrow, possibly. So, you know, this is something that can be approved in principle tonight with the final details to be formally approved as soon as possible.

**Commissioner Dan Saylor:** So, okay, yeah, cause I still have some questions just like now. So, so, this says an annual fee of one point two, two-five-'o (\$1,250,000.00) shall be prorated for ten (10) years?

**John Goth:** Ten (10) months.

**Commissioner Dan Saylor:** Oh, ten (10) months, okay. I didn't have my glasses on. Then, then this is, this is the, so, what's the annual payment after, after that then? What's it go to an annual payment then?

**Tony O'Neal:** Goes to one point five (\$1,500,000.00) after, after year one (1). So, first year is one point two-five (\$1,250,000.00) which will be prorated based on when we get into the new station. And then year two (2) to year ten (10) would be the one point five (\$1,500,000.00).

**Commissioner Dan Saylor:** Okay, okay.

**Tony O'Neal:** Which includes the three hundred thousand (\$300,000.00) that we're getting now. So, we're talking about a one point two (\$1,200,000.00) addition.

**Commissioner Dan Saylor:** And if I, if I understand this right, that one point five (\$1,500,000.00) is all coming out of or coming from the LIT, right?

**Commissioner Terry Phillippe:** That's where I assume it's coming.

**Commissioner Dan Saylor:** Right, Steve?

**Steve Roelle:** I'm pretty sure. It's not out of my budget.

**Commissioner Dan Saylor:** Because, because your budget, your budget supplements this now. Correct?

**Steve Roelle:** Not last, not this year, but the year before.

**Commissioner Dan Saylor:** In the past.

**Steve Roelle:** Yeah.

**Commissioner Dan Saylor:** Okay. Okay.

**Commissioner Terry Phillippe:** And this is the same information that you presented to each of us individually? To the Council members?

**Tony O'Neal:** Yes.

**Commissioner Terry Phillippe:** I believe a majority of them showed up. So...

**Tony O'Neal:** I think we met with five (5) of the seven (7), Greg, and we met individually and shared exactly what we shared with you the operating cost of the, of the department.

**Commissioner Terry Phillippe:** I'll entertain a motion.

**Commissioner Dan Saylor:** So, Counsel, so if we make a motion to approve, what's the, what's the narrative that we want to use to, to just make sure we have a little bit of, just to, a few days to go over these numbers?

**John Goth:** I would characterize it as an agreement in principle contingent upon finalization of contractual details.

**Commissioner Dan Saylor:** I make that motion as stated by Counselor.

**Commissioner Bob Johnson:** I'll second.

**Commissioner Terry Phillippe:** So, I have a first and a second. Tomorrow, I believe was, has Todd or Andrew been the lead on this?

**John Goth:** I believe it's been Andrew, Andrew Skinner.

**Commissioner Terry Phillippe:** And he knows who he needs to talk to, to get the details hashed out. Probably one (1) or two (2) little tiny details hashed out. Okay.

**John Goth:** Yes. Yeah.

**Commissioner Terry Phillippe:** So, I have a first and a second for the agreement in principle. All in favor?

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Tony O'Neal:** Thank you.

**Commissioner Dan Saylor:** So now, Legal, get it hammered out.

**John Goth:** You got it.

**Tony O'Neal:** Can Andrew meet with me tomorrow?

**John Goth:** I'll find you after the...

**Tony O'Neal:** Okay.

**Commissioner Terry Phillippe:** Is that all you have?

**John Goth:** Yep. That all, that's all I have, Mr. President. Thank you.

*(EMS Contract is located on File in the Auditor's Office)*

**COUNTY GRANTS DEPARTMENT  
BOONVILLE NOW DIRECTOR**

**Commissioner Terry Phillippe:** Next order of business, I'm gonna interrupt Steve and bring Debbie up here from Grants. Didn't get her added to the agenda.

**Debbie Bennett-Steersman:** Thank you, Mr. President. Debbie Bennett-Steersman with Grants Development Department. And I apologize, I thought when things were tabled, they automatically carried over on the agenda and I didn't mention it. So, appreciate you letting me come today. I'm here, you tabled two (2) projects the last time we were here. I wanted to re-discuss those and maybe call for a vote if possible tonight. Then I've got a couple of other things. The first one (1) was a Boonville NOW Director. Boonville is supplying thirty thousand dollars (\$30,000.00) and asking for a match from the Competitive ARPA Funds of thirty thousand dollars (\$30,000.00) to hire a director for Boonville NOW which will improve those City's chances to regain the much-needed Indiana Main Street Designation. And being an Indiana Main Street will open the County and the City up to much needed future grants that could otherwise not be obtainable unless the community is at the Indiana Main Street status. Having an Executive Director, Executive Director also shows the Indiana Main Street Organization the commitment of Boonville NOW, Warrick County, and the City of Boonville to acquire and maintain the Indiana Main Street Designation.

**Commissioner Terry Phillippe:** (Inaudible) go ahead.

**Debbie Bennett-Steersman:** Okay. They asked for thirty thousand dollars (\$30,000.00) and the core group recommended thirty thousand dollars (\$30,000.00).

**Commissioner Terry Phillippe:** So, probably should have spoke up last meeting but we were kind of rushing to get to the Lincoln Day Dinner. So, I think Debbie already said it, but one (1) of the important roles that Boonville NOW plays is with that Main Street Designation. That enables the City of Boonville and Warrick County to be eligible for grants that they otherwise would not be. And I can't sit here and name what those grants are this year, but in the past the Public Facilities Grants and some of the programs (inaudible).

**Debbie Bennett-Steersman:** (inaudible) grants and DNR, Main Street.

**Commissioner Terry Phillippe:** Yeah, it's very, very important that, that Boonville NOW get back to that Main Street Classification. And the Administrator will definitely help. Matter of fact, one (1) of the board members is already working on that. So, I'll entertain a motion to approve.

**Commissioner Bob Johnson:** Has Boonville NOW, I mean, in the past, it's always been a volunteer basis.

**Debbie Bennett-Steersman:** Volunteer. And I think that from what I understand, and I've worked with Boonville NOW in the past. It was under the direction of some people that had time to do a lot of volunteer work and then I think it got overwhelming and those people moved on and there was new officers and the volunteering just, is much, much harder now because they have full time jobs. So, they felt like if they had somebody just dedicated to doing the paperwork to keep the designation up and even making that hire would actually help.

**Commissioner Terry Phillippe:** Yeah, that, that's true. And at the same time, the State of Indiana has restructured the Main Street Program across the state. It's much different than what it used to be.

**Debbie Bennett-Steersman:** Again, this is from the competitive funding, not the County's funding.

**Commissioner Dan Saylor:** I think Boonville NOW does a lot of great work for the, for the Town which, or City which ultimately benefits Warrick County. You know, it is our County Seat. I understand some of the (inaudible), you know, Terry has been past president. He was very dedicated, very energetic. And I think probably to get that Main Street Designation, they need this. So, I would, I would be in support of this. So, I make a motion to approve.

**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).

### **BOONVILLE COUNTY CLUB BARN RENOVATION**

**Debbie Bennett-Steersman:** The second that you tabled last meeting was the Boonville Country Club Barn Renovation. And this was to do a renovation to the cart barn, cart barn that includes mold removal, installing band boards, ceiling joists, and decking above the ceiling, applying spray foam insulation on three (3) walls and ceilings, install to explosive proof exhaust fans, install gas line and electrical wiring for the wash bay heater. Install a hanging gas heater and dehumidifier. Install a hanging plastic curtain on the east end of the wash bay. Install metal on the interior side of the cart storage area walls to allow for easier cleaning of walls in the future. The project will meet the needs of Warrick County by providing a healthy environment for the cleaning, sanitizing, and storing of golf carts after the use of the members and the public. It will also help improve the environment and keep the employees safe doing the work. They asked for forty-seven thousand nine hundred forty-nine dollars (\$47,949.00). They're matching with five thousand dollars (\$5,000.00) of their own. The core group recommended the forty-seven thousand nine hundred forty-nine dollars (\$47,949.00).

**Commissioner Terry Phillippe:** We don't have a whole lot to add other than I know, I know a lot of the members of BCC, so I want to support them. I'm not a big golfer so I don't go there a lot.

**Commissioner Bob Johnson:** I think that a lot of people in the community golf out there and I think, you know, to beautify it, help keep that course up, I can go along with this for the structure of the building not necessarily for this COVID crap.

**Commissioner Terry Phillippe:** Is that a motion?

**Commissioner Bob Johnson:** That's a motion.

**Commissioner Terry Phillippe:** Alright.

**Commissioner Bob Johnson:** Terry, this is in your District. Is this something you want?

**Commissioner Terry Phillippe:** Yes.

**Commissioner Dan Saylor:** Make, 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).

### **OHIO TOWNSHIP COMMUNITY PARK**

**Debbie Bennett-Stearsman:** Okay, if I could proceed, I have three (3) that I didn't get to that night because we went so fast. So, I would like to bring those up as well. The next is Ohio Township Community Park. Ohio Township Park will be re...located at the relocated fire station and community center at 3433 Libbert Road. A new park will feature playgrounds, trails meandering around a two (2) acre lot, lake. A very large splashpad, ball courts, open fields, shelter house with picnic areas, and various other courts and fitness equipment. They're asking for five hundred thousand dollars (\$500,000.00) with a possible match of ten million (\$10,000,000.00). The core group recommended the entire five hundred thousand (\$500,000.00) and if you'd like to see more of the plans, I can pass this around so you can look at what the park's gonna look like. I do know that, I believe, the Ohio Township Trustee would like to have this money as leverage for a possible application to a Ready Grant funding to help fund the balance or partial balance of this park.. And Chad Bennett is here tonight and I'm sure he'd love to talk to you about it.

**Commissioner Bob Johnson:** No.

**Commissioner Terry Phillippe:** Quick question on the subject. I think I forwarded an email to you that may have been another possible funding source. Did you see that email yet? Or I'm not sure I forwarded it.

**Debbie Bennett-Stearsman:** I didn't see it.

**Commissioner Terry Phillippe:** I'll make sure I send it to you. So, a couple comments here from me. Before I saw the park and before I saw the plans, I wasn't sure that I would be in favor of five hundred thousand dollars (\$500,000.00) for Ohio Township just be honest with you guys. However, once I started to see the plans and how it was developing and seeing all of the other applications that came in both the competitive side and the County side for ARPA funding, I truly believe this could be one of the most impactful developments in Warrick County in a long time. So, that's my two cents (\$0.02).

**Commissioner Dan Saylor:** My two cents (\$0.02) say I don't think there's been any other projects that kind of have this kind of match. So, they're, they're carrying the main load of this and if this helps them get something that will be, I think, kind of transformative for, for not only Ohio Township and Warrick County, but the region. You know, I see this park being used. They've asked Mike and Mike Wilson and Chad, you know, what do they think? The numbers will be on a daily basis and I've heard numbers you know, five (500), six (600), seven hundred (700) people. Friedman Park, you know, I don't think does those kinds of numbers. So, this and, you know, the County, our last park we built cost us six (\$6,000,000.00), seven million dollars (\$7,000,000.00), not counting the building. So, for five hundred thousand dollars (\$500,000.00) we get a ten million dollar (\$10,000,000.00) park, I'll vote on that. I'll vote yes on that every day. So, I make a motion to approve.

**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).

### **WARRICK COUNTY TRI-CAP**

**Debbie Bennett-Stearsman:** The last two (2) are to the same agency, Tri-Cap Warrick County Office. One (1) of them is for additional needs at the Head Start. They actually need to get started on this pretty soon. They're doing plumbing and electrical for the classrooms. They're buying office furniture and they're using, going to also use for staff, recruiting supplies and a vehicle that they need. They asked for seventy thousand dollars (\$70,000.00) for this project and their match is two thousand nine-hundred-thirty-three (\$2,911.63). The core group proposed back to them, could they do this project with fifty thousand dollars (\$50,000.00) and we got a response that, yes, they could do most of the project with the fifty thousand (\$50,000.00). So that is one (1) project. You going to vote on them together? Okay, the second is to get technology and security at Tri-Cap locations. It's the safety of children and staff is a significant concern of all the schools. The Newburgh and Tennyson sites currently do not have camera systems in place. The requested equipment would complement the existing door lock system and help provide a solution to safety and security concerns. The computer technology at Tri-Caps three (3) locations in Warrick County, Boonville, Newburgh, and Tennyson is out of date and lacks the computer security and storage capacity required for operations and employee production. The project will help to ensure that the computer technology needed to operate Tri-Cap business is available, up to date, and built to last for years to come. They asked for fifty-four thousand dollars (\$54,000.00). They have a match of two thousand five hundred eighteen-thirty-six (\$2,518.36). The core group also recommended fifty thousand (\$50,000.00). And they came back and said they could complete the project with the fifty thousand (\$50,000.00).

**Commissioner Bob Johnson:** Make a motion to approve both projects.

**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).

**EMA MOBILE COMMAND UNIT**

**Debbie Bennett-Stearsman:** Okay one (1) other, couple other issues we, sorry. I'm trying to go fast. You cut me off the last time. Yeah, your four hundred fifty thousand dollars (\$450,000.00) for a new EMA Mobile Command Unit. And we received bids; Sherrie Sievers took bids for the unit. And the unit came in over the four hundred fifty thousand (\$450,000.00) by eighty-four thousand three hundred fifty-six dollars and sixty-two cents (\$84,356.62). I, we asked, I asked Jake Greer why. I didn't tell him I was doing this this evening. I'm sure he would have been happy to talk to you. But, he gave an email that I sent back to you based upon the, the original four hundred forty-three thousand (\$443,000.00) that he looked at in the original application. And time has since gone on and, and I think it's been almost a year since we talked about this. This also includes outfitting. There is, let's see, the base unit was five-o-eight-three-twenty-six (\$508,326.00). Then he wanted a mass camera system that was six thousand and sixty-seven dollars (\$6,067.00). There's two (2) types of radios. One (1) is one thousand three hundred eighty-eight-seventy (\$1,388.70) and the other is eighteen thousand five-seventy-two-ninety-two (\$18,572.92). That's all of the equipment to completely outfit the unit. And it came to five hundred thirty-four thousand three hundred fifty-six dollars and sixty-two cents (\$534,356.62). So, I was asking tonight if we could obligate an additional eighty-four thousand three hundred fifty-six dollars and sixty-two cents (\$84,356.62) from contingency to the purchase of the unit. I've got...

**Commissioner Dan Saylor:** So that's what we're voting on? The eighty-four thousand (\$84,000.00)? We didn't originally approve the...

**Debbie Bennett-Stearsman:** We approved the four hundred fifty (\$450,000.00).

**Commissioner Dan Saylor:** Oh. Okay, so what, all's we're voting on ....

**Debbie Bennett-Stearsman:** Yes, it's basically a, a change order to add more money.

**Commissioner Dan Saylor:** For the change order because of price increase and some equipment.

**Debbie Bennett-Stearsman:** Correct.

**Commissioner Dan Saylor:** What the heck else hasn't gone up in this world?

**Debbie Bennett-Stearsman:** I think he's afraid if we wait any longer it's going to continue.

**Heather Soberg:** Debbie, you said this will come from the contingency monies that were set aside.

**Debbie Bennett-Stearsman:** Um hum. That's their choice, but that's what I'm saying. Correct.

**Heather Soberg:** Yeah.

**Commissioner Dan Saylor:** Yeah, that's, but I mean, and the core group, you know, I think it was very wise to put a contingency in here just for these kinds of reasons. So, I think this is, this is good. I make the motion to approve.

**Commissioner Bob Johnson:** It's a lot of money until you need it. So, I'll second it.

**Commissioner Dan Saylor:** Well, how old's our trailer?

**Commissioner Bob Johnson:** I have no idea.

**Commissioner Terry Phillippe:** Twenty (20) plus.

**Commissioner Dan Saylor:** Twenty (20), yeah, so, we get our money's worth out of stuff. So, I feel like we'll get good use out of it.

**Commissioner Terry Phillippe:** I will say that they have said, you know, now that they can actually move this thing freely that it will be more visible in the community. They'll take it to events. It won't be used just in emergencies. It will be a little bit of a PR piece.

**Commissioner Dan Saylor:** Chad, will this fit in the building? You know? No?

**Chad Bennett:** I don't know the specs on it. But, when you said Mobile Command, it'll be longer than those trailers that are in there.

**Commissioner Dan Saylor:** I was worried about the height, not the length. Length will fit. Length would fit, wouldn't it?

**Several speaking at once.**

**Commissioner Terry Phillippe:** The good news (inaudible).

**Commissioner Dan Saylor:** I have, I have faith that Chad has some tin snips. So, we'll cut a hole in that building.

**Commissioner Terry Phillippe:** I believe I have a first and a second there. So, all in favor?

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

*(Paperwork for ARPA is located in the Warrick County Grants Department)*

**CLAIM FOR WARRICK BUCKS PROGRAM**

**Debbie Bennett-Stearsman:** I have one last thing and I don't know if this is proper at this time to bring this up, but we submitted a claim for the new Warrick Bucks Program that Steve presented several meetings ago that you're approved to put two hundred fifty thousand (\$250,000.00) in. And he's been working very hard with this committee to get this program up and running and actually be able to go by November 1, so we can make the November and December season. The claim has been held up for numerous reasons by the Auditor and we really needed the money in the account. We've already got several vendors set up and we're not going to meet the date. The questions were about the language of the contract, procurement procedures, and payment in advance of services. And I spoke with the Attorney. We've been through everything together. I noted that it was not on the payables this what you were approving and I asked Heather, Yiffee is not even in the vendor system. The Auditor said she had to vet it and she was contacting the State Board of Accounts. So, if I can get any help in getting this claim processed, I don't know what the procedure is to get the amount to Yiffee so we can get going with the program.

**Commissioner Terry Phillippe:** Full disclosure, I asked someone to bring this claim to the meeting this evening so that we can discuss it.

**Debbie Bennett-Stearsman:** Okay.

**Commissioner Terry Phillippe:** It's, sorry. So, it's on my shoulders. I asked her to bring it. It's ARPA money.

**Commissioner Dan Saylor:** Well, besides the fact that this program is used in other communities all across the state, Steve?

**Steve Roelle:** Yep.

**Commissioner Dan Saylor:** Yes?

**Steve Roelle:** Correct.

**Heather Soberg:** And this is also something we have contract for, correct?

**Debbie Bennett-Stearsman:** Yes.

**Heather Soberg:** So, Contractual Services should be paid as manuals.

**Debbie Bennett-Stearsman:** And there is a...

**John Goth:** I was going to say, it's my understanding, they've already began, begun performing services for us by way of managing a website. So, there isn't an issue about advance of services rendered to this point, they are performing services. This is a payment of those services and for the continued services they provide.

**Commissioner Terry Phillippe:** So, we can approve the claim?

**John Goth:** Just as proposed, yeah, as requested.

**Commissioner Terry Phillippe:** Entertain a motion to approve the claim.

**Commissioner Dan Saylor:** So moved.

**Commissioner Bob Johnson:** Second.

**Commissioner Terry Phillippe:** All in favor?

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** (Inaudible).

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

Debbie Bennett-Stearnsman: Thank you very much for your time.

Commissioner Bob Johnson: Good luck to you.

Debbie Bennett-Stearnsman: (Inaudible).

Commissioner Terry Phillippe: Where we at here?

**COUNTY ENGINEER/HIGHWAY**

Commissioner Terry Phillippe: Next order of business is our County Engineer and Highway.

Steve Sherwood: Our County Engineer has no business this evening. Thank you.

Commissioner Terry Phillippe: Thank you, Steve.

**COMMISSIONER ITEMS FOR DISCUSSION**

Commissioner Terry Phillippe: Commissioners, anything?

Commissioner Dan Saylor: I have nothing.

Commissioner Bob Johnson: Nothing. Motion to adjourn.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: All in favor.

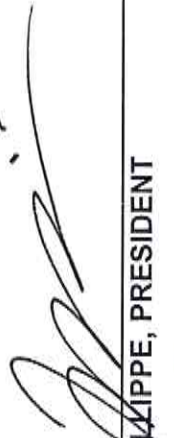
Commissioner Dan Saylor: Aye.


Commissioner Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:56 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



Warrick County Board of Commissioners Meeting Minutes

October 24, 2022

Warrick County Utility Fee Schedule - October 24th, 2022

Table with columns: Account Number, Name, Address, City, State, Zip, Account Type, and Amount. It lists numerous utility accounts for various businesses and organizations in Warrick County, including entities like U.S. Bank, Warrick County, and various construction and service companies.

[Handwritten signature]









WEIGHTS AND MEASURES MONTHLY REPORT

Indiana Division of Weights & Measures
1522 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-179.
Office: (317) 356-7078 Fax: (317) 351-2878

RECEIVED OCT 24 2022

Inspector: Mike Arnold Jurisdiction: Warrick County

Date: 16-Sep to 15-Oct 2022

Table with columns: INSPECTION ACTIVITIES, Correct, Rejected, Red Tags, TOTAL. Rows include SCALES, VEHICLES, RAILROAD SCALES, etc.

NARRATIVE
(Explain Miscellaneous Tests and Activities)
Package Audit at Tractor supply found 2 propane tanks slightly under not not tagged. Rejected 15 items on the package audit...



APPROVED OCT 24 2022
FILED
DEC 05 2022

INDIVIDUAL LEASE AGREEMENT

This Individual Lease Agreement is entered into this 13 day of October, 2022, by and between Warrick County Storm Water... and subject to the Master Equipment Lease dated the 13 day of October, 2022...

SIGNATURES ON FOLLOWING PAGE

Document Ref: 0047F746C8E047F4F64646 Alpha Laser & Imaging 3815 Metro Centre Drive Evansville, IN 47713

Client Information Service Contract

Customer: Warrick County Storm Water
Address: 107 W Locust St #208
City, State, Zip: Boonville, IN, 47601

Equipment Information table with columns: LOCATION, VENDOR/ID, ALI VENDOR ID, METER, STAFF, SERIAL NUMBER.

Billing Cycle and Coverage

Table for Billing Cycle and Coverage with columns: Cycle, Coverage, PO, Quarterly, 6 Months, Annual.

Contract Type and Rates

Table for Contract Type and Rates with columns: BAW, IMC, Base/Overage, Base Charge, Overage CPC.

TOTAL SERVICE BASE: Alpha Pro No X NA

Add Equipment to Existing Contract

Contract Notes: Embedded @ Remote Included on Lanier / Ricoh / Savin Devices

Customer Signature: Terry Phillippe
ALI Acceptance: Ryan Brown
Title: Commissioner
Print: Ryan Brown

Date: 10.13.2022
Date: 10.13.2022



Service Contract Terms & Conditions

Alpha Laser & Imaging, LLC (ALI) is committed in providing the highest level of service for the products and solutions we offer. We want our customers to be familiar with the equipment they buy or lease from us and strive to keep those products in top working condition throughout its service life. ALI therefore will provide training for the customer referred to above ("Customer/You") and will maintain the equipment covered by the contract or invoice number referred to above ("Equipment/Product") pursuant to the following term and conditions:

1. **Initial Inspection.** To be eligible for coverage under this agreement, each item of Equipment must be subjected to an initial inspection by our service department personnel and determined by them to be in good working condition, connected to suitable electrical services, with appropriate surge protection devices, within five business days before or after the date this agreement takes effect. Our service personnel will notify you immediately if any item of Equipment is not eligible; if that should occur ALI and its sole discretion may elect to terminate this agreement; may offer you (at a modified price) coverage for remaining items found to be eligible for coverage; and/or may offer (for a specific price) to recondition or change the Equipment and, upon request, will provide you with a copy of the log.
2. **Training.** For each item of Equipment, you will designate the person (s) to be trained in its use. ALI will train one person to use each item of equipment sold; others can observe during the training session.
3. **Routine maintenance calls.** During normal business hours, ALI will stop by your facility from time to time during the term of this agreement to inspect, maintain, and service the Equipment. Parts that are worn or broken in the course of normal use will be repaired or replaced (at ALI's discretion) at no charge per manufacturer specifications.
4. **Product Service & Supplies.** ALI will provide full coverage maintenance services, including replacement parts, drums, developer, labor and all service calls, during Normal Business Hours. "Normal Business Hours" shall be from 8:00 a.m. to 5:00 p.m., Monday to Friday excluding the following holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; Day after Thanksgiving; and Christmas Day. ALI will also provide the supplies required to produce images on the Product covered under the Product Schedule. The supplies will be provided only by ALI. ALI reserves the right to use compatible supplies. ALI reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If ALI determines that you have used more supplies than the manufacturer's recommended specifications, you will pay the charges for those excess supplies and/or ALI may refuse you additional supply shipments, or as otherwise agreed to by the parties in writing. Charges for shipping and handling of supplies and for the return of used supplies will be charged for non-standard images, including 11x17 images or larger. ALI reserves the right to assess additional image charges for usage or as otherwise agreed to by both parties. If your facility is within our service coverage area, no trip charge for to your facility. Customer not under agreement will be charged rates according to their distance from ALI. (You will not be billed trip charges for initial installation and/or training).

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Customer Initial: TP

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6. Service Levels.

- (a) **Response Time.** ALI will provide a one (1) hour phone response to service calls measured from receipt of your call. ALI will provide a four (4) business hour average response time for all service calls located within our service area and a six (6) business hour average response time for service calls located 75 miles or greater from ALI's service center. Response time is measured in aggregate for all Product covered by the Product Schedule.
  - (b) **Uptime Performance.** ALI will service the Product to be operational with a quarterly uptime average of 95% during Normal Business Hours, excluding weekends and holidays. The time you place a service call to ALI and will end when the Product is again operational. You may begin at the time you place a service call to ALI for scheduled preventative and interim maintenance. You further agree to give ALI advance notice of any critical and specific uptime needs. As used in this agreement, "operational" means that the Product is in compliance with the manufacturer's specifications and/or performance standards and excludes any major component failure that requires a manufacturer's end-user corrective actions.
  - (c) **Performance Commitment & Replacement of Equipment.** ALI is committed to performing these Service Commitments at the highest level and to providing the highest quality products. ALI will not be held responsible for manufacturer's specifications. Should a Product or an accessory not be able to be maintained in the applicable manufacturer's specifications, ALI shall, at its own expense, replace such Product with another unit of the same product designation as that Product and ALI shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned unit, (b) the replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a similar or greater capabilities. If a loaner machine is required due to backordered parts and/or the ability to repair the machine in a timely fashion, click charges will be billed separately during usage. ALI shall re-perform any services not in compliance with this warranty and brought to ALI's attention in writing within a reasonable time, but not more than 30 days after the services are performed. If you are dissatisfied with ALI's performance, but you must send a letter outlining your concerns to ALI's corporate address. Please allow 24 hours for resolution.
- Meter Readings & Automated Service Alerts.** At the time of installation, ALI technicians install remote reporting tools for the Equipment. ALI will provide you with a remote reporting alert for your owner, automated alerts for service calls in the event of product failure or common issues such as paper jams and connectivity failure. You may opt out of remote reporting at any time. If you opt out of remote reporting, you will not be able to establish connectivity. ALI WILL NOT charge for any remote support to re-establish remote reporting connectivity. Customer agrees that if ALI cannot coordinate a remote support call within 30 days of an initial request via email and/or phone, a one-time charge of \$75.00 will be required for any reason, a one-time charge of \$75.00 will be billed per device per incident. If customer wishes ALI to NOT install and bill for the remote reporting tool, a one-time charge of \$75.00 will be billed per device per incident. If customer agrees to be subject to a \$5.00 per month per device charge.

Customer Initial: TP

7. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on an order and accepted by ALI, ALI shall provide any such services at the Customer's location set forth in the order, as applicable, or on a remote basis. Customer shall provide ALI with such access to its facilities, networks and systems as may be necessary for ALI to perform such services. Unless connectivity services are specifically identified in the order and accepted by the Customer, ALI shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

8. **IT and Professional Services.** Customer may acquire connectivity, IT and professional services (ITS/PS Services) from ALI and shall bill and deliver to ALI an order for scope of work (SOW) assessment. ALI shall provide any such ITS/PS Services at the Customer's location set forth in the order, as applicable, or on a remote basis. Customer shall provide ALI with such access to its facilities, networks and systems as may be reasonably necessary for ALI to provide any such ITS/PS Services. Estimated delivery and/or service schedules contained in any order or SOW are non-binding estimates.

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Customer Initial: TP

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9. **Miscellaneous.** These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of ALI. ALI and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter of this agreement. The agreement is not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitments". These Service Commitments do not include any and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, ALI makes no warranties, express or implied, including any implied warranties of merchantability, fit for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. ALI shall not be liable for any damage to the equipment or data stored on the equipment caused by the use of the equipment. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer.
10. **Reconditioning.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if ALI determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Customer will submit to Customer an estimate of the cost of such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement) if the Customer agrees to such repairs. Customer shall pay for the cost of such repairs. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer.
11. **Equipment returned; Damaged Products.** No products may be returned without ALI's prior written consent. Only consumable goods involved within (60) days will be considered for return. On authorized returns, Customer must pay a restocking fee equivalent to (30%) of the purchase price. Products returned without written authorization from ALI may not be accepted by ALI and is the sole responsibility of Customer. All non-saleable merchandise that has been opened or partially used) will be deducted from any credit due to Customer. ALI claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to ALI within five (5) days after receipt of Products.
12. **Transfer of coverage.** If the Equipment is traded on new equipment purchased or leased from ALI, the unused portion of the yearly contract charge will be pro-rated and applied towards the maintenance of the new equipment.
13. **Assignments and Transfers.** From time to time or generally, ALI may assign its rights or delegate its duties under this agreement to third party capable of carrying out ALI's obligations hereunder. You may not assign any right or delegate any duty without first obtaining ALI's written permission which will not be unreasonably refused; any assignment to the contrary will be void.
14. **Limitation of Liability.** In no event will ALI's liability to you from damages of any nature to the Equipment of ALI's inspection, service, or maintenance of it, exceed the charges you have paid pursuant to this agreement. You agree to maintain insurance for the excess and you agree that such insurance will waive subrogation rights as that pertain to ALI; you will indemnify ALI to the extent ALI is subjected to any claims as a result of your breach of your obligations in this regard. ALI will not be liable for any damages, direct or indirect, consequential or otherwise, arising out of or from the use of the Equipment, its nature, civil unrest, disruption of infrastructure, etc. ALI will not be liable for any damages, direct or indirect, consequential or otherwise, arising out of or from the use of the product, expenses, or any other damage (direct or indirect, or consequential) resulting from any non-performance by ALI.

TP

15. **Automatic renewal/ termination.** This agreement will be renewed automatically for an additional twelve (12) month period but not to exceed the expiration date of the current term. You wish to cancel this contract, you must notify ALI in writing 30 days before the expiration date of the current term. If you fail to do so, this agreement will be renewed for the next 12 months. This agreement will be renewed for the next 12 months unless you increase the cost of this service plan anytime, but may not exceed 10% of the gross amount per year unless otherwise noted. At the beginning of each renewal term, ALI will invoice you for that renewal term. Contracts will be reviewed on a quarterly basis by our contracts team. If necessary, ALI can adjust the contract or add a base to the contract to keep the contract from going into a negative profitability.

Customer Initial: TP

16. **No trade secrets.** This agreement does not entail disclosure by either party of its trade secrets.

17. **Arbitration.** Should any disputed arise out of this agreement, you and ALI will both attempt to resolve them in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than request for injunctive relief) will be arbitrated upon written demand of either party. Any arbitration proceeding to court proceeding for injunctive relief or to this agreement must be brought no later than 30 days after the end of the current term of the agreement. If arbitration is required, the parties shall agree to the arbitration process within forty-five days of the receipt of the written demand, at a location agreed to by the parties (or in whole or in part at the location of the representative, and the representative will take place before an arbitrator chosen as follows: The parties shall each choose a representative, and the representative shall choose an arbitrator. The arbitrator shall schedule an informal proceeding, hear the argument, and decide the matter. Unless the Arbitrator decides otherwise, each party shall pay its own attorney if any shall pay half the costs of the arbitration proceeding. The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in this agreement. Regarding each issue submitted to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction.

18. **Added Accessories.** Any accessory purchased from ALI for which full-service maintenance pricing is available will automatically be added to the service maintenance agreement upon expiration of the warranty. The term of the agreement with respect to such accessories will be concurrent with the term for the mainframe.

19. **Effective date.** This agreement will become effective as of the "effective" date stated on the first page of this agreement, provided that it has been signed and dated by both you and by ALI.

20. **Applicable law.** This agreement will be construed and enforced under Indiana law.

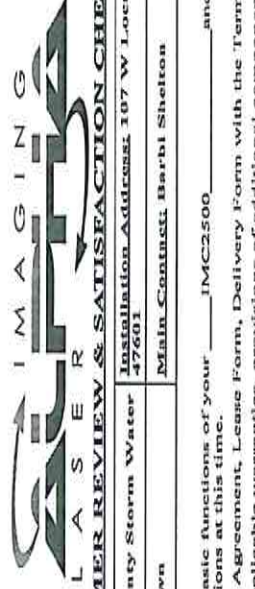
By signing the attached agreement, you are accepting the terms and conditions set forth within the language of this agreement. A finance charge of 1.5% (18% per annum) will be added to your account should the bill be not paid on time. Also, by signing, you understand that if any unpaid balances are assigned to a third-party collection agency for collection or placed with an attorney to obtain judgment or otherwise satisfy payment of your account, a collection fee equal to 3 1/2 % of the unpaid balance will be added to your account. You agree to pay that fee. You further agree to pay reasonable attorney fees and court costs if a judgment is granted against you.

Please sign that you have reviewed and agree to ALI's Maintenance Agreement, Terms & Conditions:

Customer  
By: Terry Phillippe  
Name: Terry Phillippe  
Title: Commissioner  
Date: 10.13.2022

Alpha Laser & Imaging, LLC  
By: Ryan Brown  
Name: Ryan Brown  
Title: Sales Director  
Date: 10.13.2022

Document Ref: DUAY7-BK6E0-UT4PX-RJ6JG



Customer Name: Warrick County Storm Water Installation Address: 107 W Locust St #208, Boonville, IN.  
Account Rep Name: Ryan Brown Main Contact: Barbi Shelton

**You Received:**

- A demonstration of the basic functions of your IMC2500 and have approved the installation and have no additional questions at this time.
- A copy of your Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this sale.
- An explanation of any applicable warranties, provisions of additional components available to you. All Ricoh and Canon equipment come with a 90 day warranty.
- A courteous and informative install technician: Aaron Athaus

**You Reviewed:**

- The procedures for requesting service, supplies, and technical support.
- The available contacts for questions regarding billing, maintenance, and future needs.
- The service coverage and/or technical support and the appropriate means of obtaining such support.
- You were Advised:**
- Of the ALI Service plan (if applicable).
- Of the need for a surge protector / power filter - Issues from acts of God, electrical storms, brown outs, etc. are not covered by our service agreement.
- If leasing/renting, customer must provide a certificate of insurance listing the leasing/renting company as lessor's payee. Failing to do so will result in a property surcharge from the leasing company.
- If tax exempt, customer must provide the tax exemption certificate.

**Account Information** CARD Service Coverage Includes: SEE SERVICE CONTRACT

I understand that by signing, I have read and discussed the terms & conditions of all ALI documents and the installation has been completed to my satisfaction.

Customer Signature: Terry Phillippe Date: 10.13.2022  
ALI Rep Signature: Ryan Brown Date: 10.13.2022

Document Ref: DUAY7-BK6E0-UT4PX-RJ6JG



**Professional Network Services**

As part of any equipment installations, Alpha Laser & Imaging provides network services apart from any service contract to assist in the installation. The service contract for the equipment covers parts, labor, toner & all consumables for the equipment itself. Network Services would be services generally provided by an internal/external IT staff. Some of these network services include:

- Driver Troubleshooting
  - Scan-to-email/Scan-to-folder Configurations
  - Network Communication Error Troubleshooting
  - Other Network Changes
- Professional services required beyond initial installation will be subject to our normal labor charges which are \$150.00/HR, which includes trip charge within 30-mile radius. Beyond 30 miles the customer will be charged the hourly rate. After the 1<sup>st</sup> hour, Alpha Laser will charge \$150/HR in 15 min increments.

Alpha Laser & Imaging can custom tailor a plan for network services to your company's needs. Reoccurring monthly or quarterly fee will be determined based on the size of the company's network, how many PCs/Users, and connected devices.

I understand the above conditions and possible charges concerning Alpha Laser & Imaging's network services program.

Signed Terry Phillippe Dated 10.13.2022

Document Ref: DUAY7-BK6E0-UT4PX-RJ6JG



Contract Termination

COMPANY NAME: Warrick County Storm Water  
CONTRACT NUMBER: C020534  
MAKE/MODEL: Lanier MPC3004  
SERIAL NUMBER: G696MC60688  
END METER READ: Will collect from machine when removed.  
CONTRACT START DATE: 05/01/2017  
DATE OF TERMINATION: 10/13/2022  
REASON FOR TERMINATING: ALI UPGRADE

Please attach a print out of the end meter read.  
In terminating the contract for the equipment listed, the customer will no longer receive supplies, service, parts, or any other items included in the contract free of charge. All items will be chargeable in the future.

Customer: X Terry Phillippe Date: 10.13.2022  
Alpha Laser & Imaging Account Manager: X Ryan Brown Date: 10.13.2022

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Page: 0 of 0

**Signature Certificate**  
Reference Number: DUA7F-BK660-UT\FPC\RUEJO

| Signer   | Timestamp  | Signature   |
|--|--|---|
| <b>Ryan Brown</b><br>Email: ryanbrown@alphalaserimaging.com<br>Signed on: [unclear]<br>Signed: [unclear] | 13 Oct 2022 15:45:28 UTC<br>13 Oct 2022 15:43:24 UTC<br>13 Oct 2022 15:04:14 UTC | <i>Ryan Brown</i><br>IP Address: 143.80.70.170<br>Location: Evansville, United States         |
| <b>Terry Phillippe</b><br>Email: tshelton@warrickcounty.gov<br>Signed on: [unclear]<br>Signed: [unclear] | 13 Oct 2022 16:48:32 UTC<br>13 Oct 2022 16:01:20 UTC<br>13 Oct 2022 1:50:40 UTC  | <i>Terry Phillippe</i><br>IP Address: 131.100.201.170<br>Location: Bloomsville, United States |

Document completed by all parties on: 13 Oct 2022 21:29:40 UTC  
Page 1 of 1

Signed with **PDFScape**  
PDFScape is a document software and solution trusted by 50,000+ customers worldwide

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APPROVED OCT 24 2022

*Fidlar - Clerk*

MAILED  
DEC 05 2022

*Shawn H. Blanton*



**Warrick County, IN**  
Media Conversion Agreement

Marriage Records

Brant Waters  
Jr. Territory Manager  
Fidlar Technologies  
Office: (563) 345-1260  
Mobile: (563) 940-4757  
Email: [brantw@fidlar.com](mailto:brantw@fidlar.com)



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DocuSign Envelope ID: 038D2F4A-A070-4800-007A-071F36F78897

Warrick County, IN Media Conversion Agreement

September 16th, 2022

Warrick County Clerk  
Ms. Patricia E. Perry  
Warrick Judicial Center  
One County Square, Suite 200  
Boonville, IN 47601

Dear Patricia,

The following provides the details of your upcoming scanning agreement.

As your software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your books, conversion, enhancement of the images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidar APEX system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidar. We look forward to adding additional value to your office and your constituents.

Sincerely,

Brant Waters  
Jr. Territory Manager  
Fidlar Technologies  
Office: 563-345-1260  
Mobile: 563-940-4757  
Email: [brantw@fidlar.com](mailto:brantw@fidlar.com)



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Warrick County, IN Media Conversion Agreement

Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Agreement, Warrick County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

- ✓ Scan, Capture, & Image Processing \$20,552.07
  - Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images \$971.00
- ✓ Book & Page Location Index \$2,568.00
- ✓ Project Resource Management & Import \$24,491.07

TOTAL INVESTMENT

\*\*Totals are based on 8-hour on-site access for scanning (Estimated Days On-Site: 4).

\*\*Total investment is based on estimated quantities. Final invoice will reflect actual quantities.

Billing Milestones

1. 75% due upon scanning completion. \$18,368.31
2. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Clerk if the total investment exceeds the estimate. \$6,122.76 (\*\*Estimated)

\*\* Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.

Schedule "A" – Media Conversion Project

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Warrick County, IN Media Conversion Agreement

Ms. Patricia E. Perry  
Warrick County Judicial Center  
One County Square, Suite 200  
Boonville, IN 47601

ARTICLE II – SERVICES PERFORMED

2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.

2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as "proprietary" by one party shall be held in confidence by the other party.

3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement, or refund of the item. CLIENT shall not be entitled to FIDLAR's option and subject to applicable law, CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of agreement or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility



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**Warrick County, IN Media Conversion Agreement**

- 3.9 **SECTION HEADINGS:** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 **DEFERRED PAYMENT:** To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.

*DO NOT PROCEED*



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DocuSign Envelope ID: D1F80123-206A-4E8C-961A-C272B0C8A25D7

**COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT (Ver. 3.1.9)**

THIS Agreement is made this 22 day of October, 2022, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and Warrick County, IN (the "CLIENT").

**RECITALS**

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which are hereinafter referred to as "software".
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

**TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

**ARTICLE I - GENERAL TERMS**

- 1.1 **COMPUTER SYSTEM:** CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing in the period specified in SCHEDULE A and to Warrick County, IN. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct the problem. If the problem is not conclusively presumed to have been accepted by CLIENT upon completion of installation and testing.
- 1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at: *One County Square, Suite 200 Boonville, IN 47607*

**ARTICLE II - SOFTWARE LICENSE**

- 2.1 **PROPERTY RIGHTS:** CLIENT agrees that all program specifications, systems design, applications, routines, subroutines, techniques, ideas and/or formulae utilized or developed or provided by FIDLAR in connection with CLIENT'S implementation of the software are and shall remain the sole property of FIDLAR.
- 2.2 **LICENSE:** FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A

Computer System and Software License Sales Agreement version 3.1.9  
WARRICK COUNTY, INDIANA

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DocuSign Envelope ID: D1F80123-206A-4E8C-961A-C272B0C8A25D7

- 2.7 **TERM AND TERMINATION:** The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after FIDLAR has terminated any license, CLIENT shall pay to FIDLAR the amount of the License Fee. CLIENT shall indemnify FIDLAR from and hold FIDLAR harmless from all claims, damages, costs and all copies in whole or in part of the discontinued or terminated license from FIDLAR. CLIENT may retain a copy for archive purpose only.

**ARTICLE III**

- 3.1 **DEFINITIONS:** The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.
  - A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.
  - B. **Program or Computer Program:** A routine or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.
  - C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.
  - D. **Licensed Program:** Each program or computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.
  - E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.
  - F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.
  - G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.
  - H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.
  - I. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.

Computer System and Software License Sales Agreement version 3.1.9  
WARRICK COUNTY, INDIANA

DocuSign Envelope ID: EA330C39-090C-47AD-B52D-73A4DE026149  
DocuSign Envelope ID: D1F9C733-209A-4E0C-881A-C2728C8A98D7

- a. Notice to FIDLAR: Fidlar Technologies  
350 Research Parkway  
Davenport, IA 52806  
Attn: Ernest Rissen, President
- b. Notice to CLIENT: Patricia Perry - Warrick County Clerk  
One County Square, Suite 200  
Boonville, IN 47601

3-6 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution of this Agreement. This Agreement cannot be modified except by written agreement of all parties hereto.

3-7 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Michigan.

3-8 BINDING EFFECT: This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.

3-9 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatories below have been and are on the date of this Agreement duly authorized to execute this Agreement.

3-10 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

3-11 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments are defined as payments which are made on a current market rate. Deferred payments are defined as payments which are made beyond completion of the project installation and acceptance. Deferred payments shall be made in accordance with the installment payment Agreement attached hereto and made a part hereof. The amount of the deferred payments charges as described in Section 1 of the installment payment Agreement.

This Agreement has been executed by the parties as of the aforementioned date.

Computer System and Software License Sales Agreement version 3.1.9  
WARRICK COUNTY, INDIANA

5 of 7

DocuSign Envelope ID: EA330C39-090C-47AD-B52D-73A4DE026149  
DocuSign Envelope ID: D1F9C733-209A-4E0C-881A-C2728C8A98D7

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.  
BUYER REPRESENTS THAT THIS SCHEDULE 'A' HAS BEEN READ:

WARRICK COUNTY CLERK

Dated: 10/20/2022  
By: Patricia Perry  
Name: Patricia E. Perry  
Title: Clerk

FIDLAR TECHNOLOGIES

Dated: 10/20/2022  
By: Adam Watkins  
Name: Adam Watkins  
Title: Chief Secretary & Info. Officer

ACCEPTED:

WARRICK COUNTY COMMISSIONER

Dated: 9/16/2022  
By: Terry Phillippe  
Name: Terry Phillippe  
Title: Warrick County Commissioner, President

WARRICK COUNTY COMMISSIONER

Dated: 10/20/2022  
By: Dan Saylor  
Name: Dan Saylor  
Title: Member, Warrick County Commission

WARRICK COUNTY COMMISSIONER

Dated: 10/20/2022  
By: Bob Johnson  
Name: Bob Johnson  
Title: Vice President, Warrick County Commission

Computer System and Software License Sales Agreement version 3.1.9  
WARRICK COUNTY, INDIANA

7 of 7

DocuSign Envelope ID: 6387AC3A-1B45-48E1-AB1F-ABB7854825CE

22-4532



### Warrick County, Indiana Bastion Service License Agreement

Brant Waters  
Territory Manager  
October 13th, 2022



DocuSign Envelope ID: 63B7AC3A-4BA5-46E1-AB1F-AB8795492DCE

Bastion Service License Agreement Ver. 1.9

hereto. County and its permitted assignees may install and use the Software in any new location if it moves to a different location. Fidlar will use its best efforts to resolve any problems of which it is notified by County within 30 days of completion of installation, testing, and training. County is exclusively responsible for the supervision, management and control of its use of the Software.

4. OWNERSHIP, REPRODUCTION AND DISCLOSURE

(a) The Software is licensed, sold and remains the property of Fidlar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.

5. TERMINATION OF LICENSE

(a) The term of this license shall commence as of the effective date above and shall expire on 12/31/2022 to 2025. Notwithstanding the foregoing, either party may terminate the license if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party. Nothing in this Agreement shall be intended to preclude Fidlar from seeking immediate appropriate injunctive relief in the event any violation of Fidlar's intellectual property rights.

(b) Upon termination of the license, County shall immediately cease use of the Software and shall, within ten (10) days following termination, return the original Software and all copies thereof, or with Fidlar's written consent, destroy the original Software and associated documentation and certify in writing to Fidlar that all copies of the Software and documentation have been destroyed.

6. WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT

(a) Warranties. The following warranties are in lieu of all warranties, express or implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fidlar. There are no warranties that extend beyond the description on the face hereof.

- (i) Fidlar warrants that the Software is properly licensed and that Fidlar otherwise has the right to distribute the Software in accordance with this Agreement.
- (ii) Fidlar further warrants that the media in which the Software is delivered to County is undamaged and free from mechanical defects.

(b) No Other Warranties. Fidlar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT



DocuSign Envelope ID: 63B7AC3A-4BA5-46E1-AB1F-AB8795492DCE

Bastion Service License Agreement Ver. 1.9

This service also covers a replicated copy of your hosted production system. Hardware based mirroring of your Virtual Machine Operating Systems, SQL Databases, and digital scanned images will occur daily. In the event of a disaster in our primary data center your backup recovery data center will be operational within hours.

This Software License Agreement was executed to be effective as of the date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms and authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms hereof.

WARRICK COUNTY, CLERK

By: Patricia E. Perry

Print Name: Patricia E. Perry

Title: Clerk

Date: 10/31/2022

FIDLAR TECHNOLOGIES

By: Adam Watkins

Print Name: Adam Watkins

Title: Chief Strategy & Info. officer

Date: 11/3/2022

WARRICK COUNTY COMMISSIONER

By: Kerry Phillippe

Print Name: Kerry Phillippe

Title: Board President

Date: 10/30/2022

WARRICK COUNTY COMMISSIONER

By: Bob Johnson

Print Name: Bob Johnson

Title: Vice President

Date: 10/20/2022

WARRICK COUNTY COMMISSIONER

By: Don Sytko

Print Name: Don Sytko

Title: Member

Date: 10/20/2022



DocuSign Envelope ID: 63B7AC3A-4BA5-46E1-AB1F-AB8795492DCE

Bastion Service License Agreement Ver. 1.9

\*\*The total size of the combined repository once APEX is installed and Vitals images are loaded will be approximately 260 Gb. As you grow/shrink/fluctuate prices may adjust to match the table listed above.

Costs above will be divided and invoiced quarterly.

PAYMENT MILESTONES

Warrick County Recorder will be 90.5% of the total Bastion payment.

Warrick County Clerk will pay 9.5% of the total Bastion payment.

Warrick County Clerk - One-time purchase and first Quarterly charge will be due upon completion of integration.

Installation - \$1,500.00

Quarterly Charge - (\$1,500.00 \ 4) \$ 375.00

Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale or delivery of the product purchased. Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

COUNTY REPRESENTS THAT SCHEDULE 'A' HAS BEEN READ:

FIDLAR TECHNOLOGIES

By: Adam Watkins

Print Name: Adam Watkins

Title: Chief Strategy & Info. officer

Date: 11/3/2022

WARRICK COUNTY

By: Kerry Phillippe

Print Name: Kerry Phillippe

Title: President, Board of Commissioners

Date: 10/20/2022





APPROVED OCT 24, 2022

FILED  
DEC 05 2022

*Ty Eblen*

We have prepared a proposal for you  
**WCC Veeam Renewal 12-8-22**  
Proposal # 008634 v1

Prepared for:  
**Warrick County Commissioners**

Prepared by:  
**Ty Eblen**  
August 22, 2022



1yr. Veeam Renewal

| Manufacturer Name | Product Description   | Serial Number | Price      | Qty | Ext. Price | Contract Start Date   | Contract End Date |
|-------------------|---|---------------|------------|-----|------------|-----------------------|-------------------|
| VEEAM LICENSING   | Veeam Backup & Replication Universal License - Upfront Billing Instances - Public sector - Edition features |               | \$1,093.68 | 1   | \$1,093.68 | 12/9/2022             | 12/9/2023         |
| Subtotal:         |   |               |            |     |            | - Optional \$1,093.68 |                   |

3yr. Veeam Renewal

| Manufacturer Name | Product Description  | Serial Number | Price      | Qty | Ext. Price | Contract Start Date   | Contract End Date |
|-------------------|--|---------------|------------|-----|------------|-----------------------|-------------------|
| VEEAM LICENSING   | Veeam Backup & Replication Universal License (renewal) (3 years) Instances - Public sector |               | \$3,021.57 | 1   | \$3,021.57 | 12/9/2022             | 12/8/2025         |
| Subtotal:         |  |               |            |     |            | - Optional \$3,021.57 |                   |

Proposal #008634 v1

Page: 2 of 3

WCC Veeam Renewal 12-8-22



Prepared by:  
Keller Schroeder - Evansville  
Ty Eblen  
(812) 492-7354  
teblen@kellerschroeder.com

Prepared for:  
Warrick County Commissioners  
107 W. Locust St.  
Boonville, IN 47601  
Guy Whelan  
(812) 897-6160  
gwhelan@warrickcounty.gov



Proposal Information:  
Proposal #: 008634  
Version: 1  
Delivery Date: 08/22/2022  
Expiration Date: 09/21/2022

Proposal Summary

| Description        | Amount            |
|--------------------|-------------------|
| 1yr. Veeam Renewal | \$1,093.68        |
| <b>Total:</b>      | <b>\$1,093.68</b> |

\*Optional Expenses

| Description               | One-Time          |
|---------------------------|-------------------|
| 3yr. Veeam Renewal        | \$3,021.57        |
| <b>Optional Subtotal:</b> | <b>\$3,021.57</b> |

Pricing subject to change at any time. Proposal does not include installation or any other service unless otherwise noted. Keller Schroeder Network Solutions Group (NSG) services are available on an hourly rate basis plus travel and expenses. Pricing is provided as a guide only. Final pricing is ready in place. Restocking fees WILL apply to any merchandise returned after 30 days.

\*\*\*This document is a CONFIDENTIAL proposal and is solely intended for the use of the intended recipient. This document may not be shared with any other parties without written permission from Keller Schroeder.

Keller Schroeder - Evansville

Warrick County Commissioners

Signature: *Ty Eblen*  
Name: Ty Eblen  
Title: Select Account Manager  
Date: 08/22/2022

Signature: *Terry J. Whelan*  
Name: Terry J. Whelan  
Date: 10/22/2022

Proposal #008634 v1

Page: 3 of 3

Prescribed by the State Board of Accountants  
COUNTY TREASURER'S MONTHLY REPORT  
Required by IC 36-2-10-18 and IC 5-13

County Form No. 47-776

Month ending September 30, 2022

WARRICK COUNTY

CHARGES:

|    |  |                |
|----|--|----------------|
| 1  | Total Taxes Collected (Not Reconciled to Ledger or Refunded) | 83,517,232.48  |
| 2  | Advance Collections of Taxes                                 | 10,400,000.00  |
| 3  | Late Collections (Including Late Assessment Penalties)       | 10,400,000.00  |
| 4  | Surplus Payments   | 3,857,522.00   |
| 5  | Demands  | 10,000.00      |
| 6  | Demands Fees   | 10,000.00      |
| 7  | Warrant Collections  | 10,000.00      |
| 8  | Storm Water Sewer Excise Tax                                 | 10,000.00      |
| 9  | Heavy Equipment Rental Excise Tax                            | 10,000.00      |
| 10 | Aircraft License Excise Tax                                  | 10,000.00      |
| 11 | Short Rental Excise Tax                                      | 10,000.00      |
| 12 | Vehicle Stealing Excise                                      | 10,000.00      |
| 13 | State Replacement Credit                                     | 10,000.00      |
| 14 | Total Balance of all Ledger Accounts - Cash                  | 808,076,320.00 |
| 15 | Total Balance of all Ledger Accounts - Investments           | 377,887,887.01 |

RECEIVED  
OCT 06 2022  
WARRICK CO. AUDITOR

FILED  
OCT 06 2022  
WARRICK CO. AUDITOR

CREDITS:

|    |  |               |
|----|--|---------------|
| 16 | Depositories Record (List in Detail on Reverse Side) | 71,225,321.48 |
| 17 | Investments as Shown by Daily Balance of Cash and    | 35,677,456.51 |
| 18 | Total Cash on Hand at Close of Month:                |               |
| 19 | Coin   |               |
| 20 | Coins  |               |
| 21 | Money Orders, etc                                    | 3500.00       |
| 22 | Total  | 3600.00       |
| 23 | Total  | 3600.00       |
| 24 | Cash Short (Add) to                                  |               |
| 25 | Profit   |               |

RECONCILEMENT WITH DEPOSITORIES

|     |  |               |
|-----|--|---------------|
| 26  | Balance in all Depositories Per Daily Balance Record | 71,225,321.48 |
| 27  | Outlets (in Advance) Int-Charges (Detail by          |               |
| 28  | Depositories on Reverse Side)                        | 325,763.33    |
| 29  | Profit (Detail on Reverse Side)                      |               |
| 30  | Profit (Detail on Reverse Side)                      |               |
| 31  | Profit (Detail on Reverse Side)                      |               |
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| 99  | Profit (Detail on Reverse Side)                      |               |
| 100 | Profit (Detail on Reverse Side)                      |               |

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

|      |   |               |
|------|---|---------------|
| (1)  | Respectfully Deposited in Depositories county | 71,225,321.48 |
| (2)  | Respectfully Deposited in Depositories county |               |
| (3)  | Respectfully Deposited in Depositories county |               |
| (4)  | Respectfully Deposited in Depositories county |               |
| (5)  | Respectfully Deposited in Depositories county |               |
| (6)  | Respectfully Deposited in Depositories county |               |
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| (49) | Respectfully Deposited in Depositories county |               |
| (50) | Respectfully Deposited in Depositories county |               |

State of Indiana, Myriad Tap Room hereby certifies that the foregoing report is true and correct as the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated on this 24th day of October, 2022

Myriad Tap Room  
Jason Elliot  
October 24, 2022

Not Release  
Hold surety 1 year

BOARD OF COMMISSIONERS:

President: *[Signature]*

Member: *[Signature]*

Member: *[Signature]*

ATTEST:

*[Signature]*

Auditor

Date: 10/24/22



October 18, 2022

Warrick County Area Plan Commission  
307 West Locust Street  
Southwinds, Pa 49020

RE: Myriad Tap Room  
2225 High Pointe Drive  
Project No. 22095

Construction of the commercial drive on High Pointe Drive within the subject project is complete and ready for inspection. The commercial drive has been constructed with seven inches of asphalt and is ready for use.

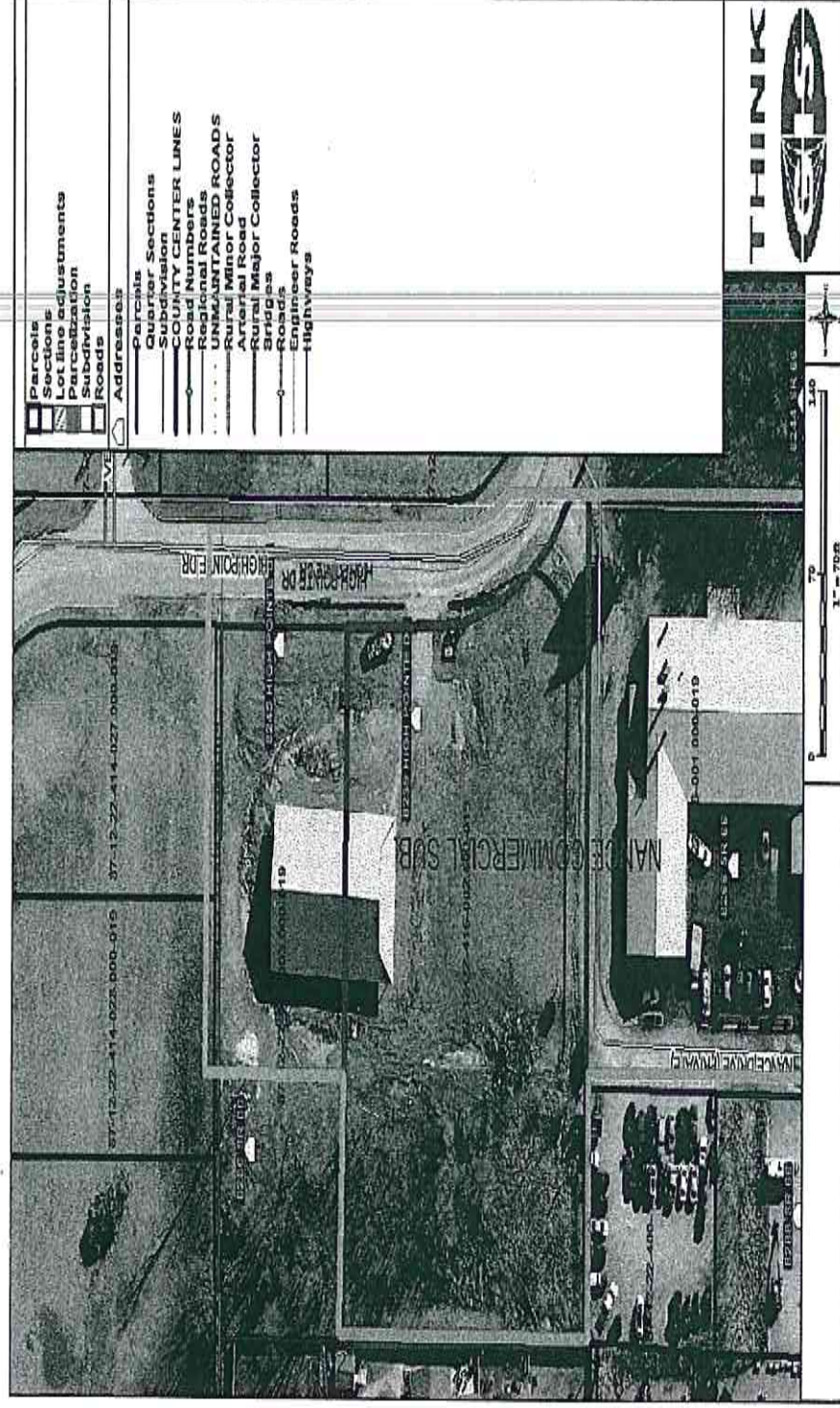
We ask that you inspect the improvements and if acceptable, sign-off on the commercial drive.

If you have any questions or require additional information, please contact our office.

Sincerely,  
*[Signature]*  
Glen Merritt, Jr.  
Project Engineer

cc: File

FILED  
OCT 18 2022  
ARRANGING ASSOCIATION



2022R-00P922  
 FLAT BROOKS  
 WARRICK COUNTY RECORDER  
 RECORDERS OFFICE, 100 ON  
 10/26/2022 01:56 PM  
 REC. FEES: 0.00  
 PAGES: 3

**SIDEWALK ACKNOWLEDGEMENT**

Receipt # 220497

Date: October 3, 2022

NAME OF SUBDIVISION: Berkshire Phase 3 recorded in 2019R-010530 Recorder of Warrick County, Indiana.

I hereby request acknowledgement of completion of the following sidewalks by the County:

NAME OF STREET: Belmont Drive NO. OF LINEAL FEET: 980

*James E. Morley*  
 Maken Corporation  
 Subdivision Developer

A certificate by James E. Morley, Indiana Registration # 10100250 Licensed Engineer, that the streets were constructed in accordance with the plans approved by the Board of County Commissioners accompanies this request.

**A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT.**

I have inspected subject sidewalks and recommend acknowledgement.

*James E. Morley*  
 County Highway Engineer  
 P. O. Box

ACCEPTED:

Date: 10/24/22

*James E. Morley*  
 BOARD OF COUNTY COMMISSIONERS



October 3, 2022  
 Warrick County Highway Engineering  
 Attn: Bobby Howard  
 107 W Locust Street - Courthouse, Room 208  
 Boonville, IN 47601

Re: Berkshire Phase 3  
 Sidewalk Acknowledgment  
 Morley Project # 9762-4.001 B

Bobby,

As of October 3, 2022, I certify that the portion of Belmont Drive within Berkshire Phase 3 the sidewalks have been completed in general compliance with the approved road plans. On behalf of Maken Corporation, we ask that the sidewalks be acknowledged.

Please let me know if you have any questions.

Thank you,

*James E. Morley*  
 James E. Morley, P.E., P.S.  
 Managing Engineer  
 cc: Maken Corporation  
 APC



J:\900049700-0762\9762\PH3\3D\Documents\Street\_Acceptance\Phase 3\2022\X\_9762\_PH3\_SidewalkCertification.docx

FILED  
 OCT 06 2022  
 WARRICK COUNTY  
 ANSEL HALL COMMUNITY CENTER

