

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**

REGULAR SESSION

COMMISSIONERS MEETING ROOM

107 W. Locust Street, Suite 303

Boonville, Indiana

November 13, 2023

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 Andrew Skinner and Administrator Heather Soberg were in attendance.

Auditor Michael Dietsch and Chief Deputy Barbi Shelton attended and recorded the minutes.

Commissioner Meetings can be viewed via YouTube: Warrick County Meetings

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

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST FOR EXTENSION OF SURETY  
C-21-112**

APC Director Molly Barnhill presented a Request for Extension of Surety for C-21-112, entrance construction for Myraid Tap Room, 8239 High Pointe Drive, Jason T. Elliot, Managing Member. The County is holding \$2,376.00 for surety in escrow guaranteeing commercial driveway completion. They have had two years and are asking for an additional year. The surety expires November 15, 2023.

Commissioner Phillippe questioned on whether the business had sold. Commissioner Saylor said they were open and operational. County Engineer Bobby Howard said that they didn't have a curb line running through where the driveway meets adjacent the road. It's flat and drainage doesn't meet the approved plan. He has not heard from them. Ms. Barnhill said it was supposed to be done prior to the opening of the business and they've been open a while. Dan didn't understand why they were still holding the letter if it should be complete.

Scott Buedel was present for Cash Waggnar. He said he was not involved with that project, but he could convey that it needed to be completed and should have been done before opening. If the Commissioners would set a time, he would relay the information that it needs to be completed. Commissioner Phillippe asked what a reasonable time limit would be. Mr. Howard stated that six months should be plenty of time. Commissioner Dan Saylor made a motion to extend for six months. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(C-21-112 is located on Pages 8 through 9 of these Official Minutes)*

**OAK PARK**

Next was Oak Park Development, LLC by Dan Buck, Manager. The County is holding a letter of credit in the amount of \$8,680.65 for street and drainage construction. They are requesting one year at the same dollar amount. They have had seven years. The letter of credit expires December 3, 2023. Jim Morley, Jr. was present to speak to the project. He said they have made some headway and half the base is in, but the developer wasn't able to finish it up by the meeting. Mr. Howard said that the dollar amount was sufficient. Commissioner Saylor asked when it would be done. Mr. Morley said that, to be to the specs required by the Commissioners, it would probably be about June. Commissioner Saylor asked about doing six months or a year. Mr. Howard stated he didn't have an issue with doing a year. Commissioner Dan Saylor made the motion to extend. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Oak Park Extension is located on Pages 9 through 10 of these Official Minutes)*

**REQUEST TO REZONE  
PC-R-23-08  
ORDINANCE 2023-23**

Ms. Barnhill then presented two Requests to Rezone. The first was PC-R-23-08. The petitioners and owners are Stephen A. and Phyllis A. Wolf. It's to rezone 12.549 acres located on the east side of St. Johns Road approximately one hundred fifty feet south of the intersection formed by St. Johns Road and Ditney Hill Road from M-2, General Industrial Zoning District to A, Agricultural Zoning District. It's Campbell Township, 32-4-9. The complete legal is on file. It was advertised in the Standard on September 28, 2023. Don Gries from Andy Easley Engineering was present to answer questions on the rezoning. He said it would be going from M-2 to AG. Commissioner Phillippe asked for any remonstrators. There were none. It was also stated that this was property acquired from the coal mine that had it zoned industrial. Commissioner Bob Johnson made a motion to approve. Commissioner Dan Saylor seconded the

motion. The motion carried 3-0.

*(Ordinance 2023-23 is located on Page 10 of these Official Minutes)*

**PC-R-23-10  
ORDINANCE 2023-24**

The second Request to Rezone was for PC-R-23-10. The petitioner and owner is Brenda K. Byers. It's to rezone 70.811 acres located on the west side of Rockport Road approximately one hundred feet south of the intersection formed by Rockport Road and Geyer Road from CON, Conservancy Zoning District; R-1A, One Family Dwelling Zoning District; C-4, General Commercial Zoning District; and M-2, General Industrial Zoning District to A, Agricultural Zoning District. It's Boon Township, 1 and 6-6-7. The complete legal on file. It was advertised in the Standard on September 28, 2023. Richard Reid made a motion to approve PC-R-23-10 subject to the water letter. Doris Horn seconded the motion and it carried unanimously at the APC Board meeting.

Scott Buedel from Cash Waggnar was present. He said they are consolidating the zonings so they can market as residential lots. Commissioner Saylor questioned it being approved by the APC Board subject to the water letter. Commissioner Johnson explained that the APC Board was waiting on water availability and conformation of the capacity to be able to service the development. The letter has since been received.

Commissioner Phillippe asked why it was all going to AG and if it was going to be changed to something else later. Mr. Buedel said they were taking it all back to consolidate. Ms. Barnhill also stated that it would be a residential subdivision and it could be done in the AG zoning with the large lots. Commissioner Phillippe asked for remonstrators. There were none. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Ordinance 2023-24 is located on Page 11 of these Official Minutes)*

**ACTION AGENDA  
APPROVAL OF MINUTES  
JULY 10, 2023**

Minutes for the October 23, 2023 Regular Session meeting minutes were presented to the Commissioners for approval. Commissioner Bob Johnson made the motion to approve the minutes. Commissioner Terry Phillippe seconded the motion. Commissioner Dan Saylor abstained. The motion carried 2-0-1.

**CONSENT AGENDA**

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

- a. County Auditor Claims Voucher - Report Date 11/08/2023 in the amount of \$2,556,870.54.
- b. Payroll Voucher 11/03/23 in the amount of \$610,112.90
- c. Payroll Voucher Sheriff Holiday 11/02/2023 in the amount of \$176,332.21.
- d. Clerk's Monthly Report September 2023
- e. Treasurer's Monthly Report September 2023
- f. Approval of new fire extinguishers and service for the New Hwy Dept. Building in the amount of \$2688.00 from Tri-State Fire Protection
- g. Approval of power washing the Judicial Center and sidewalks by Pressure Pro Surface Cleaning, LLC. Total cost \$3896.67
- h. Approval of repair and painting of the drywall in the Old Courthouse men's room and west entry by D.J. Painting. Total Cost \$1100.00
- i. Approval of Point Security, Inc Annual Prevention Maintenance Estimate

Commissioner Saylor asked Acquisitions Administrator Sherrie Sievers if there were any other deconstructions in the room where the pipe was repaired in the Old Courthouse. She said there was not.

The Commissioners also asked that Item 'a' on the agenda be taken separately to address the non-certified claims. Commissioner Dan Saylor made the motion to approve Items 'b' through 'i' on the Consent Agenda. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

The Commissioner then addressed Item 'a' on the consent agenda. Commissioner Dan Saylor made the motion to approve the certified claims. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

Commissioner Phillippe then asked for a motion to approve the non-certified claims. The amount of the non-certified claims was \$1,522.49. Attorney Skinner advised that a motion to approve or deny was needed. Commissioner Dan Saylor made the motion to deny the non-certified claims. Commissioner Bob Johnson seconded the motion. The motion carried 3-0. *(Note: Non-Certified Claims are location on file in the Auditor's Office)*

*(Certified Claims are located on Pages 11 through 14 of these Official Minutes)*

*(Payroll Vouchers are located on Pages 14 through 15 of these Official Minutes)*

*(Clerk's Report is located on Page 15 of these Official Minutes)*

*(Treasurer's Report is located on Page 15 of these Official Minutes)*

*(Tri-State Fire Protection Contract is located on Pages 16 through 17 of these Official Minutes)*

*(Pressure Pro Service Cleaning Invoice is located on Pages 17 through 18 of these Official Minutes)*

*(DJ Painting Invoice is located on File in the Auditor's Office)*

*(Point Security Invoice is located on Page 18 of these Official Minutes)*

**HEALTH DEPARTMENT INDEPENDENT CONTRACTOR AGREEMENTS FOR  
KEELY BYERS AND ADDISON BOERNER  
HEALTH DEPARTMENT STERNBERG VEHICLE LEASES**

Ms. Soberg then presented two contracts and a lease for the Health Department. After consulting with Attorney Skinner, Commissioner Phillippe stated that since there were still conversations going on with all of those items, he preferred to take them altogether. He asked for a motion. No motion was made on any of the items and Attorney Skinner stated that the record would reflect that no action was taken on those items.

Attorney April Edwards, serving as Counsel for the Health Department, asked to be heard on some of those items. Commissioner Phillippe said that they were here to simply take action or not take action and that she knew there was ongoing discussion. He stated an executive session is planned, and it can be discussed at that time.

Ms. Edwards said she was there to answer any questions. None of the Commissioners had any questions. She also questioned the non-certified claims and if any of them pertained to the Health Department. Attorney Skinner stated that the Commissioners had not asked for any discussion from the public on any of the mentioned items.

Health Administrator Aaron Franz did approach and state that he had had discussions with Commissioner Phillippe in September. The Commissioners stressed that they had no questions and were taking no actions today.

**WARRICK COUNTY COMMUNITY CORRECTIONS  
VEHICLE TO BE DECLARED SURPLUS**

Ms. Soberg presented a vehicle from Community Corrections to be declared surplus. It is a 2006 Ford Taurus with the VIN ending in #206286. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**COUNTY ENGINEER/HIGHWAY  
VANN/ANDERSON PROJECT 1  
CHANGE ORDER 1**

County Engineer and Highway Superintendent Bobby Howard presented a change order for the Vann/Anderson Project. He said this was requested in case there was any issues with erosion. The cost will be \$695.50. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Vann/Anderson Project Change Order 1 is located on Pages 19 through 21 of these Official Minutes)*

**BRIDGE 309 PREVENTATIVE MAINTENANCE PROJECT**

Mr. Howard presented the Bridge 309 Preventative Maintenance Project in the amount of \$86,507.58. He said it had just come in. They are holding a 10% retainage on the project. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Bridge 309 Agreement is located on File in the Auditor's Office)*

**OAK GROVE ROAD PHASE IV  
PE CONSULTANT CONTRACT**

Mr. Howard presented the LPA PE Consultant Contract for the project involving Highway 261 to Anderson Road. The cost is \$940,628.00. Mr. Howard said it should be an 80%-20% project and they are working with the Evansville MPO. He will know in a couple of months whether the County will receive the extra money. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Lochmueller LPA PE Contract is located on File in the Auditor's Office)*

**COUNTY ATTORNEY**

Attorney Skinner stated he had nothing at this time.

**ACQUISITION ADMINISTRATOR  
REVIEW OF BID INFORMATION FOR GENERATOR CONTRACT**

Acquisition Administrator Sherrie Sievers brought before the Commissioners the bid review that was tabled from the October 23, 2023 Commissioner Meeting. EVAPAR and Dayville were the two bid submissions. She did ask representatives from both companies to attend. Neither were in attendance. Ms. Sievers did find out that the higher

two- and three-year price for Dayville included the replacement of batteries. After that deduction, this makes the comparison much closer. After much discussion, the Commissioners would like to have representatives in to discuss some of the pricing structure. Attorney Skinner said that both parties could be asked to attend to keep everything legal with the bids. Commissioner Dan Saylor made the motion to table. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**GRANTS DEVELOPMENT DIRECTOR  
ARPA COUNTY FUNDS  
AUDITOR CHAIRS**

Grants Development Director Debbie Bennett-Stearnsman presented several items under her business. The first was ARPA request from the Auditor's Office for chairs. Ms. Bennett-Stearnsman said that the amount requested was \$18,545.36. She also stated that the request did go before the County Council and was denied. Commissioner Bob Johnson made the motion to approve the purchase using ARPA County Funding. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**ARPA COUNTY PROJECTS BALANCE**

Ms. Bennett-Stearnsman then presented a balance left over from County Projects that have been completed. The balance is \$55,239.28. She would like to transfer this back to the ARPA General Use for other projects. Commissioner Bob Johnson made the motion to approve the transfer. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**SCALES LAKE PARK – RECREATIONAL INSIGHTS ADDITIONAL INVOICE**

Ms. Bennett-Stearnsman presented an invoice from Recreational Insights for \$2,000.00 for stabilization and reinforcement of the playground pavilion center at Scales Lake that washed out in the last big rain. Currently, they have a balance in the project fund of \$115.00. She is asking for an additional \$1,885.00 to pay the invoice. She also attached before and after pictures of the pavilion showing the damage. The Parks Department has paid for the rip rap to help with the issue.

Commissioner Phillippe asked why the use of ARPA Funding instead of from their budget. Ms. Bennett-Stearnsman said that Parks Superintendent Ben Labhart felt it should come from ARPA since it is an ARPA funded project.

Commissioner Phillippe questioned possibly sending it back to the Parks Department.

Commissioner Saylor questioned why the work was done by Insight. Ms. Bennett-Stearnsman gave a brief description which included keeping warranties intact.

Commissioner Saylor didn't feel the Park would have the money at the end of the year to cover the costs. Commissioner Bob Johnson made a motion to pay the invoice. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**JUDICIAL CENTER FLOORING PROJECT  
SUPERIOR 1 CHAMBERS**

Ms. Bennett-Stearnsman presented a quote from Lowe's Home Improvement for the replacement of cabinets and other items that were accidentally thrown away during the carpet installation for the Judicial Center. The quote is for \$1,859.48. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**ARPA COMPETITIVE  
BOONVILLE COUNTY CLUB**

Lastly, Ms. Bennett-Stearnsman wished to bring before the Board a previous request from the Boonville County Club for \$23,2500.00 for improvements to their cart storage building. Ron Bacon, Warrick County Councilman and Boonville County Club Board Member, was present to discuss the request. He stated that the County Club was really more of a Golf Club as all they really offer is golf. It is a non-profit and all monies stay in the club. They also serve numerous other non-profits and he presented a list with over twenty such entities. Lastly, the Club also supports both the Tecumseh and Boonville High School Golf Teams giving them a place to both practice and host matches. Commissioner Phillippe felt this was a quality-of-life item to which Mr. Bacon agreed. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(All ARPA Invoices and Agreements are located on File in the Grants Department)*

**ECONOMIC DEVELOPMENT  
ECONOMIC DEVELOPMENT GRANT FOR THE NEW OHIO TOWNSHIP PARK**

Economic Development Director Steve Roelle presented a grant agreement put together by the Redevelopment Commission and Economic Development for funds going towards the new Ohio Township Park. These funds have already been approved. The County monies are the last dollars to go into the project. He also went over all the groups that would be signing the contract and that it had been reviewed by the Economic Development Attorney.

Commissioner Bob Johnson made the motion for Steve Roelle to sign and execute the contract pending the County Attorney's review of the contract. Commissioner Dan Saylor seconded the motion. The motion carried 3-0. A copy of the contract was given to the County Attorney.

**HOUSING STUDY CONTRACT WITH THOMAS P. MILLER AND ASSOCIATES**

Next, Mr. Roelle presented a contract with Thomas P. Miller and Associates for the Housing Study for Warrick County. He stated that he had already brought it before the County Council and received the funds for the project. Now the contract needs approval from the Commissioners. It has been reviewed by the Economic Development Attorney and there is a not to exceed amount.

Commissioner Phillippe said he had a conversation with someone who represented the Realtor's Association and wanted to know if at some point they would become involved in the conversation as a stakeholder. Mr. Roelle said that there was a stakeholder group that will get the developer, realtor, banker section of the community involved with it. Commissioner Dan Saylor made the motion to approve pending County Counsel review. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Thomas P. Miller and Associates Contract is located on Pages 6 through 7 of these Official Minutes)*

**ADJOURNMENT**

The next Warrick County Commissioners' meeting will be held on Monday, November 27, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0. Meeting adjourned at 4:50 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
TERRY PHILLIPPE, PRESIDENT

\_\_\_\_\_  
ROBERT JOHNSON, JR., VICE PRESIDENT

\_\_\_\_\_  
DAN SAYLOR, MEMBER

ATTEST: \_\_\_\_\_  
MICHAEL J. DIETSCH, AUDITOR  
WARRICK COUNTY, INDIANA

*Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary*



FILED  
NOV 16 2023

*Michael D. Ditzel*  
WARRICK CO. AUDITOR

**Thomas P. Miller & Associates, LLC  
Professional Services Agreement  
Project Number: 6053**

This Agreement, entered into by and between Warrick County, Indiana, by and through its Board of Commissioners, located at 107 West Locust Street, Suite 301, Boonville, Indiana 47601, and Thomas P. Miller and Associates, LLC ("Contractor"), located at 1630 North Meridian Street, Suite 330, Indianapolis, Indiana 46202.

**WITNESSETH THAT:**

WHEREAS, Client has the need and desire to obtain the services of a contractor for the townships and unincorporated areas of Warrick County, Indiana, including all cities and towns in Warrick County; and

WHEREAS, Contractor desires to perform said services detailed in the attached General Scope of Services for Client ("Attachment A: General Scope of Services"); and detailed in Section 2, and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be November 1, 2023 to the completion of the services described in Attachment A: General Scope of Services.

2. **SERVICES TO BE RENDERED:** Scope of Work as outlined in Attachment A: General Scope of Services.

3. **COMPENSATION.** Client shall pay Contractor a not to exceed sum of \$62,800.00, for the satisfactory completion of the services described herein, to be paid as determined by Contractor in the performance of the services is included in such not to exceed price.

Invoice Schedule	Invoice Amount
December 2023 (Project Launch & Administration)	\$17,900.00
Upon Completion of Discovery and Stakeholder Engagement Phases Outlined in Attachment A	\$27,500.00

Upon Final Completion of Services Outlined in Attachment A	\$17,400.00
<b>Total</b>	<b>\$62,800.00</b>

4. **PAYMENT TERMS.** Client will pay invoices within forty-five (45) days of receipt. Contractor will submit invoices to Client per the Invoice Schedule in Section 3 above. In the event Client shall fail to make payments within 45 days of receipt of a proper invoice, the Client agrees to pay interest on such invoice at the rate of 12% per annum. When Client invoice reaches 90 days past due, Contractor has the right to stop work for nonpayment and to submit past due invoices for collections processing.

5. **CLIENT'S OBLIGATIONS.** Client shall use its best efforts to provide Contractor, at no charge, all existing Client information, data, and documents, available and necessary for the carrying out of services under this Agreement. Client shall reasonably cooperate with Contractor in carrying out the scope of this Agreement.

6. **CHANGE ORDERS.** Client may, from time to time, by written instructions, issue a change order (each a "Change Order") in accordance with the notice provisions in Section 12 and change the Scope of Work.

7. **TERMINATION.** In the event either party materially breaches this Agreement, the breaching party shall have seven (7) business days after receipt of written notice of breach to rectify or correct the problem. If the breaching party fails to timely correct the breach, the non-breaching party may terminate this Agreement with seven (7) days' notice in writing.

Contractor shall be compensated for services provided up to the date such termination becomes effective if Contractor is the non-breaching party. Client may terminate this Agreement for its convenience and without cause upon giving Contractor seven (7) days written notice of its intention to terminate. Upon such a termination, the Client shall compensate the Contractor for services rendered prior to termination.

**8. RESERVED.**

9. **INDEMNIFICATION AND INSURANCE.** Contractor shall indemnify, defend and hold Client and its employees harmless from any and all loss, liability, claims, judgments, and liens, including attorneys' fees, costs and expenses, arising out of any negligent act or omission of Contractor or any of Contractor's officers, agents, employees, or subcontractors in the performance of this Agreement.

The Contractor shall maintain at its sole cost and expense the following insurance until termination of this Agreement.

Commercial General Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles.

Workers' Compensation insurance as required by state statute.

Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000.00) each accident. One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

To the fullest extent permitted by law, the Contractor shall cause the Commercial General Liability and Automobile Liability insurance to include the Client as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

The Contractor shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 9 prior to commencing services under this Agreement.

10. **SURVIVAL.** The following sections shall survive any expiration or termination of this Agreement: Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 17, 18, and 19.

11. **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS.** Contractor understands that information provided to Client during the performance of this Agreement is a public record, subject to Indiana's public records statute. Contractor acknowledges and agrees that all reports, presentations, plans, drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings and other like materials relating to or arising out of the Contractor's services under this Agreement (the "Documents") are prepared and created on a "work for hire" basis and shall become the property of Client at the conclusion of the

services or upon early termination of this Agreement, and shall be delivered by Contractor to Client. The Contractor may keep electronic and reproducible copies of any and all Documents for marketing use in procuring similar types of work and other prospective clients and shall be permitted to use non-proprietary portions of the Documents in the normal course of the Contractor's professional activities.

12. NOTICE: Any notice, invoice, order, or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

13. APPLICABLE LAWS AND VENUE: This Agreement shall be governed by the laws of the State of Indiana, without reference to principles of conflicts of law, as the same shall be in force and effect upon the date this Agreement is executed. The exclusive venue for the resolution of any disputes under this Agreement shall be in the Warrick Circuit or Superior Courts.

14. RESERVED.

15. NON-DISCRIMINATION: Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

16. NECESSARY DOCUMENTATION: Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of any local, state and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its licenses, permit, registration, authorization, or certification in force during the term of this Agreement. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

17. WAIVER: Either party's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of such party's rights or remedies contained herein or available by law.

18. PERSONAL LIABILITY: Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employees of Client or any public body, which may be a party to this Agreement.

19. SEVERABILITY: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

20. COUNTERPARTS: This Agreement may be executed simultaneously in any number of counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement. An executed counterpart of this Agreement may be delivered by verifiable facsimile transmission or by email in a suitable electronic format.

21. CONFLICT OF INTEREST: Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.

22. AMENDMENTS: This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

23. INTEGRATION: This Agreement represents the entire understanding between Client and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral.

24. TAXES: Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

25. FORCE MAJEURE: If either party is unable to perform its obligations under the terms of this Agreement due to events beyond its reasonable control, which may include acts of God, public health emergencies as determined by a state or local governmental body (including, but not limited to pandemic, epidemic, or quarantine), war, government regulation, strikes, curtailment of transportation facilities, or other emergency making it inadvisable, illegal, or impossible to perform the scheduled event, such party's contractual obligations shall be excused and the party will not be liable for damages resulting from such failure to perform. Notwithstanding the foregoing, a party affected by a force majeure event will use reasonable

efforts to remedy or mitigate such event and effects thereof. Upon termination of the force majeure event, if reasonable, the performance of any suspended obligation or duty will promptly recommence. The party giving notice of a force majeure event shall do so in writing by electronic communication ("Notice"). For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on the dates shown below.

Thomas P. Miller & Associates, LLC

By: Thomas P. Miller  
Thomas P. Miller, President & CEO

Date: October 25, 2023

Warrick County, Indiana, By and Through its Board of Commissioners

Robert H. Johnson, Jr.  
Robert H. Johnson, Jr., Vice President  
Dan Saylor, Member  
Date: 11/13/23

C-21-112  
Request for Extension of Surety  
Myraid Tap Room  
November 13, 2023

6 month extension.  
Reconstruct gutter.

BOARD OF COMMISSIONERS:

President  
Member  
Member

ATTEST:

Auditor  
Date: 11-14-23

10/31/23, 3:05 PM



Warrick County Govt. Mail - RE: Commercial Driveway Myraid Brewing

Area Plan Commission <apc@warrickcounty.gov>

RE: Commercial Driveway Myraid Brewing

1 message

Glen Meritt <GMeritt@cashwagner.com>

Tue, Oct 31, 2023 at 3:05 PM

To: "Area Plan Commission" <apc@warrickcounty.gov>

Katelyn,

They have not performed any additional work. The letter of credit will need to be extended for another year.

Thanks,

Glen Meritt Jr.  
Project Engineer  
CASH WAGNER & ASSOCIATES, PC  
414 Citadel Circle, Suite B  
Evansville, IN 47715  
Main: 812-401-5561 Cell: 812-774-2988



Click Here to send large files

From: Area Plan Commission <apc@warrickcounty.gov>  
Sent: Tuesday, October 31, 2023 3:01 PM  
To: Glen Meritt <GMeritt@cashwagner.com>  
Subject: Commercial Driveway Myraid Brewing

Glen,

Did you ever get an update for Myraid commercial driveway? This will need to go to the next Commissioner's Meeting.

Thank you,

Katelyn Cron

https://mail.google.com/mail/u/0/?ik=84a2c65724&view=pt&search=all&permthid=thrhead-ar-2084016510985716377%7Cmsg-f:17613027981756665... 1/2

10/31/23, 3:05 PM

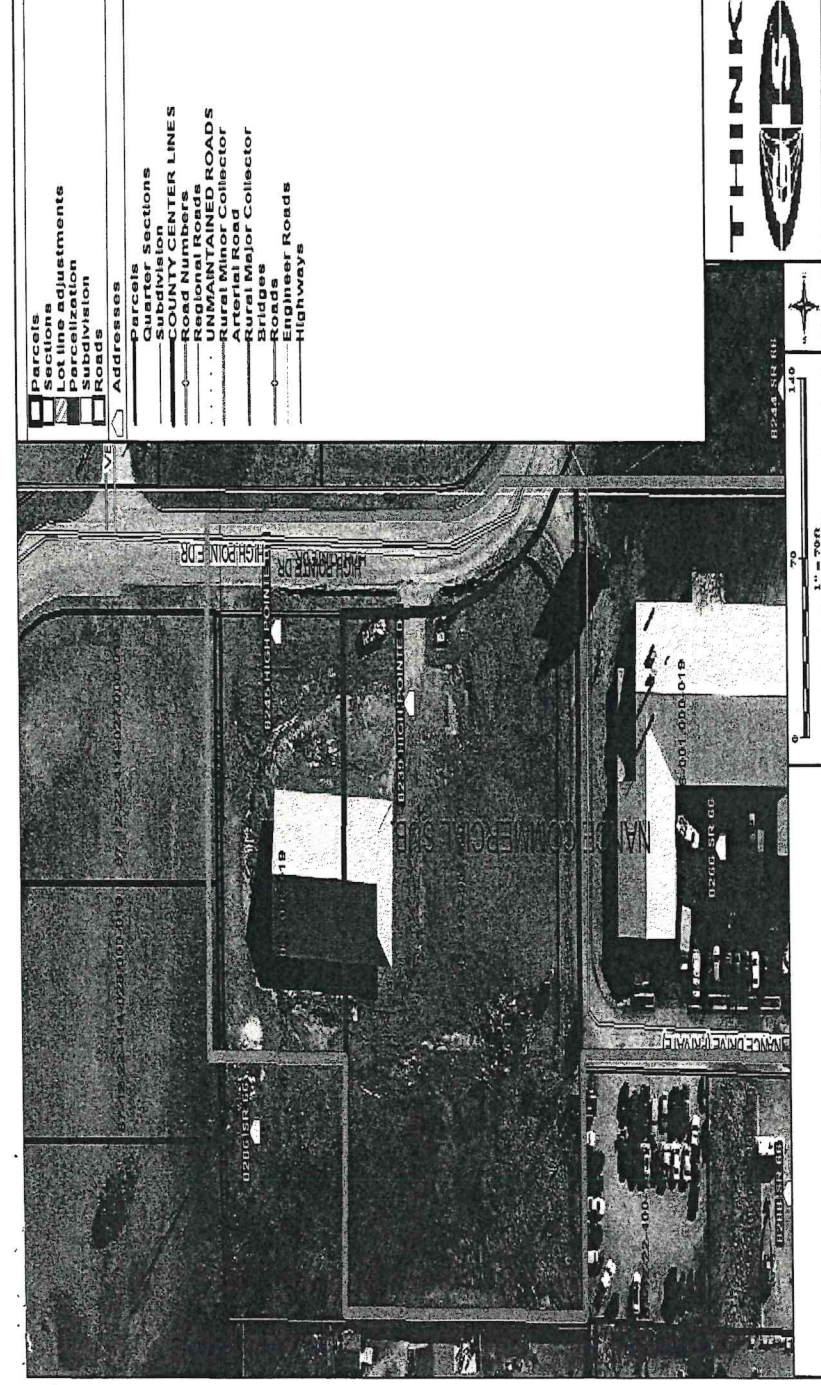
Assistant Director

Warrick County Govt. Mail - RE: Commercial Driveway Myraid Brewing

Warrick County Area Plan Commission

Rm. 201, 107 W Locust St. Boonville, IN 47601  
812-897-6190





**Oak Park Subdivision**  
 Request for Extension of  
 Dan Buck, Developer  
 November 13, 2023

**BOARD OF COMMISSIONERS:**

*[Signature]*  
 President  
 Member  
 Member

**ATTEST:**

*[Signature]*  
 Auditor  
 Date: 11-14-23

11/6/23, 2:17 PM

Warrick County Govt. Mail - Re: Oak Park Subdivision Request



. Area Plan Commission <apc@warrickcounty.gov>

**Re: Oak Park Subdivision Request**

1 message  
 Dan Buck <dabuck18@aol.com>  
 Monday, November 6, 2023, 12:27 PM  
 To: "James E. Morley" <jim@morleycorp.com>  
 Mon, Nov 6, 2023 at 12:27 PM

Jim Morley was to ask for an extension. There's a question on whether the county wants me to make homeowners move their fences that encroach the drainage issue that will take me a while to get them to move it or I go in and move them, which will be a nightmare. The restrictions state for fence approval but they just put up without any approval. I am on doing the work required. Thanks for reaching out to me  
 Dan

Sent from my iPhone

On Nov 6, 2023, at 12:10 PM, . Area Plan Commission <apc@warrickcounty.gov> wrote:

Dan,  
 We need to know how to proceed with this LOC by the end of day today or we will have to put it on next week's Commissioner's Agenda with a request to withdraw the funds.

Forwarded message  
 From: . Area Plan Commission <apc@warrickcounty.gov>  
 Date: Mon, Nov 6, 2023 at 9:21 AM  
 Subject: Oak Park Subdivision Request  
 To: Jim Morley <jim@morleycorp.com>

Jim,  
 One that will need to go Monday is Oak Park. Developer Dan Buck. We still need a request for this, I know we have had been doing these the past few years but I assume it would be you now? If you could get this to me as soon as possible that would be great.

Katelyn Cron  
 Assistant Director  
 Warrick County Area Plan Commission  
 Rm. 201, 107 W Locust St. Boonville, IN 47601  
 812-897-0190













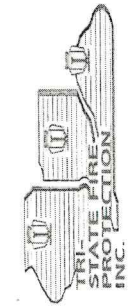
APPROVED NOV 13 2023  
*Tri-State Fire Protection*  
 INTEROFFICE MEMORANDUM FILED  
 NOV 27 2023  
 WARRICK CO. AUDITOR



TO: KRISTINE GEORGES  
 FROM: SHERRIE SIEVERS  
 SUBJECT: APPROVAL OF NEW FIRE EXTINGUISHERS FOR NEW HWY DEPT  
 DATE: NOVEMBER 1, 2023

Currently under fire protection service contract with Tri-State Fire Protection, Inc.  
 Contract approved on May 8, 2023.

All emails, quotes, and invoices are attached.



ORIGINAL  
 Proposal

10577 Oak Grove Road Newburgh, IN 47630 Phone (812)853-9229 Fax (812)858-9074

November 1<sup>st</sup>, 2023  
 Warrick Co. Comm.-New Highway Dept.  
 107 W Locust Street-Suite 310  
 Boonville, Indiana 47601  
 Attn: Sherrrie Sievers  
 Email: [ssievers@warrickcounty.gov](mailto:ssievers@warrickcounty.gov)  
 Phone: 812-897-8637

Tri-State Fire Protection Proposes to conduct the following material and services at the stated price during normal business hours.

(8) New 10 lb. ABC Fire Extinguishers @\$101.00 per FE.....	\$808.00
(2) New 5 lb. ABC Fire Extinguishers @\$70.00 per FE.....	\$140.00
(1) New 15 lb. Halotron Fire Extinguisher.....	\$1440.00
(1) Technician @\$100.00 per hour for 3 hours.....	\$300.00
<b>Total:</b>	<b>\$2688.00</b>

We appreciate the opportunity to quote this project and if you have any questions, please feel free to contact our office at any time.

Accepted. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance 11/21/2023  
 By [Signature]  
 Jeremy Sollars  
 Inspection Department Supervisor

Prices stated are valid for 30 days from date of quotation.

11/22/23, 8:23 AM



**Consensus Vote-Fire Protection-New Hwy Dept.**

8 messages  
 Sherrie Sievers <[ssievers@warrickcounty.gov](mailto:ssievers@warrickcounty.gov)>  
 To: Bob Johnson <[bjohnson@warrickcounty.gov](mailto:bjohnson@warrickcounty.gov)>, Dan Saylor <[dsan@warrickcounty.gov](mailto:dsan@warrickcounty.gov)>, Terry J Philippe <[tjphilippe@warrickcounty.gov](mailto:tjphilippe@warrickcounty.gov)>  
 Cc: Heather Soberg <[hsoberg@warrickcounty.gov](mailto:hsoberg@warrickcounty.gov)>, Bobby Howard <[bhoward@warrickcounty.gov](mailto:bhoward@warrickcounty.gov)>  
 Warrick County Govt. Mail - Consensus Vote-Fire Protection-New Hwy Dept.  
 Sherrie Sievers <[ssievers@warrickcounty.gov](mailto:ssievers@warrickcounty.gov)>  
 Wed, Nov 1, 2023 at 1:33 PM

Commissioners:  
 Tri-State Fire Protection, Inc. has inspected the New Highway Department on Vann Road and proposed the following materials and services for the new building:  
 - (8) New 10 lb ABC Fire Extinguishers (\$808.00)  
 - (2) New 5 lb ABC Fire Extinguishers (\$140.00)  
 - (1) New 15 lb Halotron Fire Extinguisher (\$1,440.00)  
 - (1) Technician for 3 hours (\$300.00)  
 - TOTAL \$2,688.00

The above extinguishers will provide the proper coverage for the square footage of the building. You will notice a 15 lb extinguisher is specifically for electrical fires because they do not leave behind any residue and will not cause corrosion to any equipment in those areas if discharged.  
 If you want to go another route, they can substitute that for a 10 lb CO2 fire Extinguisher and a 10 lb ABC Fire Extinguisher. The total cost would be \$1,781.00, a cost savings of \$907.00.  
 The total if you choose to go this way would be \$1,781.00, a cost savings of \$907.00.

I have attached both proposals from Tri-State Fire Protection for your review.  
 Commissioners, can you give me a consensus vote to approve of the following bids from Tri-State Fire Protection for materials and service for the New Highway Dept building on Vann Road?  
 - First Bid \$2,688.00  
 - Second Bid \$1,781.00

Respectfully,  
 Sherrie Sievers  
 Inspection Department Supervisor-Warrick County  
 107 W Locust Street-Suite 310  
 Boonville, IN 47601  
 Phone: 812-897-8637

Tri-State Fire Prot-New Hwy Dept Proposal 11.1.2023.pdf  
 1592K

Bob Johnson <[bjohnson@warrickcounty.gov](mailto:bjohnson@warrickcounty.gov)>  
 To: Sherrie Sievers <[ssievers@warrickcounty.gov](mailto:ssievers@warrickcounty.gov)>  
 Cc: Dan Saylor <[dsan@warrickcounty.gov](mailto:dsan@warrickcounty.gov)>, Terry J Philippe <[tjphilippe@warrickcounty.gov](mailto:tjphilippe@warrickcounty.gov)>, Heather Soberg <[hsoberg@warrickcounty.gov](mailto:hsoberg@warrickcounty.gov)>, Bobby Howard <[bhoward@warrickcounty.gov](mailto:bhoward@warrickcounty.gov)>  
 Wed, Nov 1, 2023 at 1:36 PM

I'm ok with it  
 [Quoted text hidden]



11/12/23, 8:53 AM Warrick County Govt. Mail - Consensus Vote-Fire Protection-New Hwy Dept.  
 Terry Phillippe <terry@warrickcounty.gov>  
 To: Dan Saylor <dsaylor@warrickcounty.gov>  
 Cc: Bobby Howard <bhoward@warrickcounty.gov>, Sherrie Sievers <ssievers@warrickcounty.gov>, Heather Soberg <hsoberg@warrickcounty.gov>, Sherrie Sievers <ssievers@warrickcounty.gov>  
 (Quoted text hidden)

Wed, Nov 1, 2023 at 1:39 PM  
 Sherrie Sievers <ssievers@warrickcounty.gov>  
 To: Dan Saylor <dsaylor@warrickcounty.gov>, Terry Phillippe <terry@warrickcounty.gov>, Bobby Howard <bhoward@warrickcounty.gov>, Heather Soberg <hsoberg@warrickcounty.gov>  
 Cc: Dan Saylor <dsaylor@warrickcounty.gov>, Terry Phillippe <terry@warrickcounty.gov>, Bobby Howard <bhoward@warrickcounty.gov>, Sherrie Sievers <ssievers@warrickcounty.gov>  
 I initially didn't read the bottom paragraph, my vote is still for the Halston fire extinguisher option of 2088.00  
 (Quoted text hidden)  
 Warrick County Commissioner  
 Sherrie Sievers  
 Acquisition Administrator-Warrick County  
 107 W. Locust Street Suite 310  
 Boonville, IN 47601  
 Phone: 812-897-8637

On Wed, Nov 1, 2023 at 1:39 PM Bob Johnson <bjohnson@warrickcounty.gov> wrote:  
 (Quoted text hidden)

Terry Phillippe <terry@warrickcounty.gov>  
 To: Dan Saylor <dsaylor@warrickcounty.gov>  
 Cc: Bob Johnson <bjohnson@warrickcounty.gov>, Dan Saylor <dsaylor@warrickcounty.gov>, Heather Soberg <hsoberg@warrickcounty.gov>, Bobby Howard <bhoward@warrickcounty.gov>  
 I initially didn't read the bottom paragraph, my vote is still for the Halston fire extinguisher option of 2088.00  
 (Quoted text hidden)

Wed, Nov 1, 2023 at 8:59 PM  
 Dan Saylor <dsaylor@warrickcounty.gov>  
 To: Bob Johnson <bjohnson@warrickcounty.gov>, Terry Phillippe <terry@warrickcounty.gov>, Bobby Howard <bhoward@warrickcounty.gov>, Heather Soberg <hsoberg@warrickcounty.gov>  
 Cc: Bob Johnson <bjohnson@warrickcounty.gov>, Terry Phillippe <terry@warrickcounty.gov>, Bobby Howard <bhoward@warrickcounty.gov>, Heather Soberg <hsoberg@warrickcounty.gov>  
 Good with it.  
 Dan Saylor  
 District 3  
 107 W. Locust Street  
 Warrick County Commissioner  
 Phone: 812-897-1300

On Nov 1, 2023, at 1:39 PM, Sherrie Sievers <ssievers@warrickcounty.gov> wrote:  
 (Quoted text hidden)

https://mail.google.com/mail/u/0/?ik=f6338e63b7&ui=6&ui=pr&search=all&permthid=thr&siml=msg-af23213441801713... 2/3

11/22/23, 8:23 AM Warrick County Govt. Mail - Consensus Vote-Fire Protection-New Hwy Dept.  
 Terry Phillippe <terry@warrickcounty.gov>  
 To: Terry Phillippe <terry@warrickcounty.gov>  
 Thank you, Terry.  
 (Quoted text hidden)

Thu, Nov 2, 2023 at 8:22 AM  
 Terry Phillippe <terry@warrickcounty.gov>  
 To: Terry Phillippe <terry@warrickcounty.gov>  
 Thank you, Terry.  
 (Quoted text hidden)

Thu, Nov 2, 2023 at 8:23 AM  
 Sherrie Sievers <ssievers@warrickcounty.gov>  
 To: Bob Johnson <bjohnson@warrickcounty.gov>, Dan Saylor <dsaylor@warrickcounty.gov>, Heather Soberg <hsoberg@warrickcounty.gov>, Bobby Howard <bhoward@warrickcounty.gov>  
 Thank you, Dan.  
 Sherrie Sievers  
 Acquisition Administrator-Warrick County  
 107 W. Locust Street Suite 310  
 Boonville, IN 47601  
 Phone: 812-897-8637

On Wed, Nov 1, 2023 at 4:01 PM Terry Phillippe <terry@warrickcounty.gov> wrote:  
 (Quoted text hidden)

https://mail.google.com/mail/u/0/?ik=f6338e63b7&ui=6&ui=pr&search=all&permthid=thr&siml=msg-af23213441801713... 3/3

Pressure Pro Surface Cleaning

APPROVED NOV 13 2023

INTEROFFICE MEMORANDUM FILED

NOV 27 2023  
 WARRICK CO. AUDITOR

TO: KRISTINE GEORGES  
 FROM: SHERRIE SIEVERS  
 SUBJECT: Approval of power washing the Judicial Center and sidewalks by Pressure Pro Surface Cleaning, LLC. Total cost: \$3,896.67.  
 DATE: NOVEMBER 6, 2023

Pursuant to IC 5-22-6-1  
 Procedure Sec. 1. The purchasing agency of a governmental body may purchase services using any procedure the governmental body or the purchasing agency of the governmental body considers appropriate.

ORDINANCE 2017-30  
 AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING THE PURCHASING POLICY FOR THE PROCUREMENT OF EQUIPMENT, GOODS, AND SERVICES

- (E) Services. (IC 5-22-6)
  - (1) The Purchasing Agent may contract for services to be provided to a department head or office holder using any procedure the Board deems appropriate, provided that the contract is approved by the Board of Commissioners. (IC 5-22-6-1). Competitive bidding is not required for contracts awarded by state or federal law.
  - (2) Warrick County may advertise and/or solicit competitive quotes for any service at the discretion of the office holder or Purchasing Agent. All contracts for professional services exceeding One thousand Five Hundred Dollars (\$1,500.00) or more must be in written form and reviewed by the Warrick County Attorney before being entered into. The Attorney shall advise the holder of department head shall not be approved without the approval of the Board of Commissioners. The holder of department head shall not approve any contract for services without the approval of the Board of Commissioners unless otherwise noted below.
  - (3) Pursuant to IC 5-22-6, The Purchasing Agent may recommend to the Warrick County Board of Commissioners to award a service agreement using any procedure the Board deems appropriate. The quotes will be reviewed and evaluated by the Board of Commissioners. The Board of Commissioners may award a contract to the vendor of its choice based on the quality of service, vendor's reputation, and any other factor (s) the Warrick County Board of Commissioners will select. The Warrick County Board of Commissioners will select the quote it feels will best serve and be in the best interest of Warrick County.

All emails, quotes, and invoices are attached.

10/31/23, 8:48 AM

Warrick County Govt. Mail - Consensus Vote-Power Washing JC



Sherrie Slovers <sslovers@warrickcounty.gov>

Consensus Vote-Power Washing JC

1 message To: Bob Johnson <bob@warrickcounty.gov>, Dan Saylor <dan@warrickcounty.gov>, Terry Philippe <terry@warrickcounty.gov> Cc: Heather Soberg <hsoberg@warrickcounty.gov> Tue, Oct 31, 2023 at 8:48 AM

Commissioners:

I have attached a bid from Pressure Pro Surface Cleaning (Owner-Dee Spalding) for the following pressure washing service at the Judicial Center:

- West side sidewalk/stairs
- Southside sidewalks
- Handicap ramp/stairs/brick columns
- South side of the building (2 Story) 3rd-row limestone
- East side of the building (2 Story) 3rd-row limestone/entryway
- West side of the building (3 Story)

The total cost is \$3,856.67. This includes the rental of an aerial lift for one (1) day only.

Going through Joe Grassman's notes, the last time this was done was June-July of 2012. It looks like we rented a lift truck and did it in-house.

Because this is a service, it falls under IC 6-22-6-1: The purchasing agency of a governmental body may purchase services using any procedure the governmental body of the purchasing agency of the governmental body considers appropriate.

COMMISSIONERS: Please let me know if you want to proceed and accept or decline this offer.

Respectfully Sherrie Slovers Administrator-Warrick County 107 W Locust St. Suite 310 Boonville, IN 47601 Phone: 812-697-6637

Pressure Washing JC-Dee Spalding.pdf 1241K

https://mail.google.com/mail/u/0/?ik=f6326e83b7&view=pt&search=att&permthid=thread-e:6308900707912819749&siml=tag-e:1406112306687582... 1/1

PRESSURE PRO SURFACE CLEANING LLC 10/09/2023

INVOICE #23-1019

Bill to  
 Customer Warrick County  
 Address 107 W Locust St.  
 Phone (812)697-6120



Payment Due Upon Completion  
 Payment Terms Cash or Check upon completion

SC PT	Description	Unit price	Discount	Line total
2861	West side sidewalk/stairs	486.59		486.59
1319	South side sidewalks	235.98		235.98
3390	East side sidewalks/handicap ramp/stairs/brick columns	644.10		644.10
	South side of building (2 Story) 3 <sup>rd</sup> row limestone	400.00		400.00
	East side of building (2 Story) 3 <sup>rd</sup> row limestone/entryway	800.00		800.00
	West side of building (3 Story) Sunbelt rental (aerial lift) price varying one day only	1000.00		1000.00
		330-550		330-550
Total Discount				0
Subtotal				3856.67
Sales Tax				0
Total				3856.67

Thank you for your business!

See page 2



APPROVED NOV 13 2023 Point Security, Inc. (336) 357-3417 PO Box 100 I.in.wind. NC 27299-0100

Estimate Date 10/27/2023 Estimate # 23-1673

FILED

NOV 16 2023

Michael P. Roberts WARRICK CO. AUDITOR

Customer:  
 Warrick Co. Purchasing  
 107 W Locust Street  
 Room 301  
 Boonville, IN 47601

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
153414	6040-21s	Net 30	11/27/2023	Chris	
Item	Description	Quantity	Amount	Total	
Notes	Attention: Brian Waters Annual preventive maintenance and radiation survey due 11/15/23. (1) Smiths 6040-21s, s/n 153414 Service Location: Warrick County Purchasing 1 Courthouse Square Boonville, IN 47601	1.00	0.00	0.00	
PMI/BRH	PMI with BRH included. Preventative Maintenance Inspection w/ Basic Radiation Health Inspection	1.00	1,505.00	1,505.00	
Total				\$1,505.00	

Signature: JMF  
Date: 10/31/23

Thank you for considering Point Security.

www.pointsecurityinc.com

**CHANGE ORDER REQUEST FORM**      **FILED**  
 NOV 16 2023  
 WARRICK COUNTY BOARD OF COMMISSIONERS

<b>CONTRACT NO.</b> Anderson & Vann Roundabout	<b>APPROVED NOV 13 2023</b> Anderson Road & Vann Road Roundabout -At Intersection of Anderson Road and Vann Road	<b>DATE</b> September 29, 2023
<b>PROJECT DESCRIPTION</b> <i>(route / intersection / bridge no(s))</i>	<b>CHANGE ORDER TYPE</b> Errors & Omissions	
<b>CHANGE ORDER REQUEST SUMMARY</b>	Addition of Erosion Control Blanket	
<b>PROPOSED SOLUTION SUMMARY</b>	Add new pay item for Erosion Control Blanket	

NOTE: Upon request from Engineer, enter detailed description on page 2.

**ONSET DATE OF CHANGE**      **CHANGE ORDER TYPE**      Errors & Omissions

**PROPOSED COST AND TIME ADJUSTMENT**

**COST**  
 The cost adjustment shall include lump sum and estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.  
**COST INCREASE / (DECREASE):**      \$ **695.50**

**CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:**  
 108.08(a) Excusable, Non-Compensable       108.08(b) Excusable, Compensable  
NOTE: If compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

**CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:**  
 109.03 Altered Quantities       109.05(a) Agreed Price       109.05(b) Force Account       109.05.02 Delay Costs  
**PROPOSED COST CHANGE INCLUDES:**       Labor       Material       Equipment       Lease Agreement       Subcontractor

**TIME ADJUSTMENT**  
**INCREASE / (DECREASE):**      (work days)      **0**

**CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:**  
 108.08(a) Excusable, Non-Compensable       108.08(b) Excusable, Compensable  
NOTE: If compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

**SUPPLEMENTAL INFORMATION**  
 Additional information may be entered by the contractor.

<b>CHANGE ORDER ORIGINATION:</b>	<input checked="" type="checkbox"/> INDOT / LPA <input type="checkbox"/> Contractor
<b>DOCUMENTS AFFECTED:</b>	6-21      Erosion Control Plan Sheets and Tables supplied on 9/22/23.
<input checked="" type="checkbox"/> Contract Specifications (ref. doc name/no.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      (if yes, attach details)
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	
<b>CHANGE ORDER AFFECTS O&amp;E PARTICIPATION:</b>	

Ver. 10.23.17

CHANGE ORDER REQUEST FORM

**CONTRACT NO.**      Anderson & Vann Roundabout

**UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL.**

<b>DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL</b> (Select Date)	<b>SUBMITTAL DATE OF ADDITIONAL DETAIL</b> (Select Date)
--	--

**DETAILED DESCRIPTION / JUSTIFICATION:**  
*(include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)*

An Email from Quade Adkins was sent on 9-13-23 about the slope grades needed to stay in Right of Way would be steeper than the 3:1 called for in the plans. In response to this email, slope grade changes were created that are steeper than a 3:1 which calls for Erosion Control Blanket to be utilized.

**PROPOSED SOLUTION – ADDITIONAL DETAILS:**  
*(include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract. Attachments include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)*

The Change Order includes a Subcontractor, C.A. Fulkerson, LLC per the attached quote for this operation. C.A. Fulkerson will be placing Erosion Control Blanket in all areas at the attached Unit Price in all areas steeper than a 3:1 slope.

**SIGNATURES**  
 Contractor: \_\_\_\_\_  
 Name: (print) Eric M. Ross      Date: 9-29-23  
 (signature) Eric M. Ross  
 Project Engineer/Supervisor: (signature is to acknowledge receipt of the document and does not signify agreement of the change order)  
 Name: (print) \_\_\_\_\_

Pg. 2

CHANGE ORDER REQUEST FORM

**CONTRACT NO.**      Anderson and Vann Roundabout

**ATTACHMENT: UNIT PRICE ITEMS DETAIL.**  
 Attach or paste a unit price item detail.

**CONTRACT NO.**      Anderson and Vann Roundabout

**ATTACHMENT: UNIT PRICE ITEMS DETAIL.**  
 Attach or paste a unit price item detail.

Pg. 3

**JBI CONSTRUCTION, INC.**  
 10335 HEDDEN ROAD  
 EVANSVILLE, IN 47725  
 (812) 867-2222  
 FAX: (812) 867-5993

CHANGE ORDER SUBMITTED TO:  
 American Structurespoint  
 Email: [price@structurespoint.com](mailto:price@structurespoint.com)

**JOB DESCRIPTION:**  
 Add Erosion Control Blanket  
 Warrick County  
 Newburgh, IN

ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
109	Erosion Control Blanket	SYS	325.00	2.14	695.50
<b>Change Order Total:</b>					<b>695.50</b>

This Change Order Request is to add Erosion Control Blanket in areas of the project where the slope is steeper than 3:1.

All material to be as specified and the above work performed in accordance with the drawings and specifications submitted for this project. The above work shall be completed within the time frame specified in the drawings and specifications. The above work shall be completed within the time frame specified in the drawings and specifications. The above work shall be completed within the time frame specified in the drawings and specifications.

Submitted by: Eric M. Ross Date: September 29, 2023  
**ACCEPTANCE OF CHANGE ORDER. MUST BE SIGNED & RETURNED BEFORE WORK IS PERFORMED.**  
 The above prices, specifications and conditions are satisfactory and are hereby accepted.  
 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

Equal Opportunity Employer

**Anderson & Vann Road Roundabout Change Order Breakdown**

Item #	Description	Unit	Quantity	Unit Price	Total
109	Erosion Control Blanket	SYS	325.00	2.14	695.50
	Labor:			\$0.00	\$0.00
	Equipment:			\$0.00	\$0.00
	Material:			\$2.14	\$2.14
	Subcontractor:				
	Overhead & Profit:			20.00%	\$0.00
				12.00%	\$0.00
				12.00%	\$0.00
				7.00%	\$2.14
	Unit Total:				\$2.14
	Item Total:				\$695.50

**C.A. Fulkerson, LLC**  
 Seeding and Sodding Service

P.O. Box 3238  
 Corydon, IN 47112  
 Phone: (812) 952-1777 Fax: (877) 502-2153  
 E-mail: [cafulkersonllc@aol.com](mailto:cafulkersonllc@aol.com)

TO: **JBI CONSTRUCTION, INC.**  
 10335 HEDDEN ROAD  
 EVANSVILLE, IN 47725

Quote Number  
 CO202353

Quote Date	Valid Thru	Project	Page	
9/25/2023	10/25/2023	CHANGE ORDER; ANDERSON ROAD & VANN ROAD ROUNDABOUT	1	
ITEM NO	DESCRIPTION	ITEM QUANTITY	UNIT PRICE	EXTENDED
109	EROSION CONTROL BLANKET	325 sys.	2.00	650.00

TOTAL AMOUNT **650.00**

Special provisions on page 2 are part of the quotation.  
 Carol Fulkerson, President  
[cafulkersonllc@aol.com](mailto:cafulkersonllc@aol.com)  
 A certified DBE & WBE Contractor

**C.A. Fulkerson, LLC**  
Seeding and Sodding Service

P.O. Box 3238  
Corydon, IN 47112  
Phone: (812) 952-1777 \* Fax: (877) 502-2153  
E-mail: cafulkersonllc@aol.com

Quote Number  
CO202353

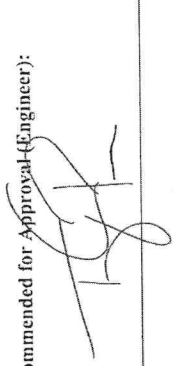
TO JBI CONSTRUCTION, INC.  
10335 HEDDEN ROAD  
EVANSVILLE, IN 47725

Quote Date	Valid Thru	Project	Page
9/25/2023	10/25/2023	CHANGE ORDER; ANDERSON ROAD & VANN ROAD ROUNDABOUT	2

Daytime work only

- Topsoil and spreading of topsoil is not included
- Finish grading by others, seed bed preparations will be performed by C.A. Fulkerson, LLC
- Does not include picking rock and debris from seed bed
- Mowing, maintenance, and spraying are not included
- Maintenance and removal of erosion control is not included
- Traffic control by others
- Does not include bond
- Invoicing shall be based on actual installed quantities at the unit prices shown
- This quote is firm for 30 days from bid
- No soil amendments
- Watering of seed areas are not included
- Lay out is not included; Prime contractor will be responsible for lay out


Recommended for Approval (Engineer):

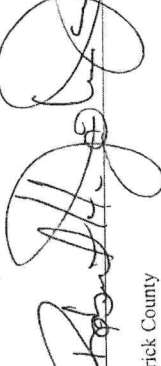
  
American Structurepoint, Inc.

Accepted (Contractor):

*Eric M. Ross*  
JBI Construction, Inc.

Accepted (Owner):

  
Warrick County

  
Warrick County



### American Structurepoint, Inc. Change Order Details Anderson & Vann Roundabout

<b>Description</b>	Warrick County, Indiana
<b>Prime Contractor</b>	JBI Evansville, IN
<b>Change Order</b>	1
<b>Status</b>	Pending
<b>Date Created</b>	10/26/2023
<b>Type</b>	Changed Conditions
<b>Summary</b>	Erosion Control Blanket
<b>Change Order Description</b>	Change Order #1 creates a new pay item for Permanent Erosion Control Blanket. JBI submitted an RFI on September 13, 2023 with some questions regarding the slopes on the SE corner of the intersection. A construction revision was created to revise the slopes which resulted in some of the slopes being steeper than 3:1. In order to protect the bank and allow for vegetation to be established, Permanent Erosion Control Blanket will be installed on any slopes steeper than 3:1.
<b>Awarded Project Amount</b>	\$1,668,903.55
<b>Authorized Project Amount</b>	\$1,668,903.55
<b>Change Order Amount</b>	\$695.50
<b>Revised Project Amount</b>	\$1,669,599.05

Change Order Details:  
Anderson & Vann Roundabout

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