

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING

REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
November 22, 2021
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President; Robert Johnson, Vice President; and Dan Saylor, Member. Attorney Todd Glass and Administrator Roger Emmons were in attendance.

Auditor Debbie Stevens and Secretary Kristine Georges attended and recorded the minutes.

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
GATEWAY PLACE SECTION 1**

Commissioner Phillippe: First order of business this evening is Area Plan.

Molly Barnhill: Okay, we have one (1) Request for Extension of Surety. It's Gateway Place, Section 1, Grimm Brothers by Herbert Grimm and Robert Grimm. We're holding four thousand one hundred five dollars (\$4,105.00) surety in escrow for drainage construction. They've had four (4) years and they're requesting one (1) year at the same dollar amount. This one expires December 15, 2021 and the County Surveyor has signed off that the dollar amount is sufficient.

Commissioner Phillippe: Good.

Commissioner Saylor: Where is this at exactly? Where?

Steve Sherwood: At the corner of Grimm and State Route 66, south side of the highway.

Commissioner Saylor: So, what's not finished there?

Steve Sherwood: The have a road to build on the west side of Grimm Road. It's going to go west and south of the new gas station that's under development.

Commissioner Saylor: Okay, okay. I, I didn't know they had four (4) years with that already.

Steve Sherwood: Took a while for the gas station to develop.

Commissioner Saylor: Okay, I make a motion to extend the surety.

Commissioner Johnson: I'll second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

(Gateway Place Extension is located on Pages 22 through 23 of these Official Minutes)

**REQUEST TO REZONE
PC-R-21-09**

Molly Barnhill: We have a Request to Rezone. It's PC-R-21-09. Petitioner and owner is J Rose Properties, LLC by Joe Beard who is the owner. It's to rezone four point three-seven (4.37) acres located on the west side of Prospect Drive approximately eight hundred and sixty-eight point two (868.2) feet north of the intersection formed by Prospect Drive and Vann Road from M-2, General Industrial Zoning District to M-3, Solid Waste Disposal Facility Zoning District. Being Lots 6, 7, and 8 in Warrick Research and Industrial Center #3 and Document 1996R-003758 in the Warrick County Recorder's Office. Ohio Township 19-6-8. This is as advertised in the Standard on August 30, 2021. It has been continued from the October 12th Commissioner's meeting. The APC gave a unanimous positive recommendation to the Commissioners to approve PC-R-21-09 on their September 13, 2021 meeting. It has been amended with Lots 7 and 8 to be rezoned to M3 and Lot 6 staying as M2.

Commissioner Phillippe: State your name please.

Brett Roy: I'm attorney Brett Roy. I represent J. Rose Properties and Joe Beard.

Commissioner Johnson: Counsel, this was the one (1) we tabled because I had asked the Health Department and Aaron Franz to get some soil samples with, with the Environmental Services. I haven't heard anything. I know that he sent me the email to where he'd requested that. But, I've not heard anything back from Environmental Services or Mr. Franz on where we're at with this.

Todd Glass: Okay. Well, it's was approved way back on September 13th is that right, Molly?

Brett Roy: Yes, Sir.

Molly Barnhill: Yes.

Todd Glass: It's been a while.

Brett Roy: Yes, Sir.

Todd Glass: You need to be concerned about inaction. I think it's ninety (90) days. So, you need to take action one (1) way or the other. And if that's a concern of the Board, you either accept the request or deny it, send it back to APC for further consideration. If the Board feels like that's something that the Board needs to have in front of it, or in front of APC and you don't have it yet, deny the petition and send it back and have them reconsider.

Commissioner Johnson: Okay. Thank you. I, I recall the APC meeting where this was brought up and there were quite a few remonstrators in attendance. So, that, we approved it that evening, but after further thought, I'd thought maybe just to ease my own conscience and to put the citizens at rest, you know, let them know that nothing was going on back there that shouldn't be going on. That's why I requested that. I, I would be remiss if I didn't follow through with that.

Commissioner Saylor: Counselor, I've received, I'm not going to say a report, several files of history of, of maybe violations from this particular business. And it was so extensive, I've not had time to read it, different permit applications and denials and, from, I think it was an IDEM file. Did you get a copy of that? So, I've not been through all that. I'm just, I think I'm agreeing with Commissioner Johnson on this. I have some issues or some concerns with this, about what's being done, what they're doing there. What's, you know, there's residences back there. We just recently had an issue and it wasn't with this business, of a, of a leakage, you know, back there. We almost had to evacuate a whole subdivision and stuff. Unfortunately, it's wasn't, you know, serious chemicals. So, I don't know if anybody's here to speak for or against this or not. I don't know if people knew it was on the agenda. But, anyway, that's my two (2) cents.

Commissioner Johnson: With that being said, I think I would go ahead and make a motion to send this, reject this and send it back down to APC for further consideration. Does that sound correct, Counselor?

Todd Glass: Yeah, that doesn't mean that APC can't look into your concerns and send them back to you and approve it at that point in time. You've already stated what your concerns are for the record.

Commissioner Saylor: Perfect.

Todd Glass: That'd be a motion to not approve the request to rezone and refer them back to APC for further consideration.

Commissioner Johnson: Okay, I'll make that motion as stated by Counsel.

Commissioner Saylor: And I'll second that.

Commissioner Phillippe: Roger, can you give Aaron a reminder that that's kind of hanging in the air, the sample request?

Roger Emmons: Okay.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Commissioner Saylor: And I would also appreciate Aaron to be here at the Commissioner's meeting to, to add anything to this.

Roger Emmons: Okay.

Commissioner Johnson: Thank you, Sir.

Commissioner Phillippe: Is that all, Molly?

Molly Barnhill: Yes, that's all for APC.

Commissioner Phillippe: Thank you.

Molly Barnhill: Thank you.

ACTION ITEMS
APPROVAL OF MINUTES
NOVEMBER 8, 2021

Commissioner Phillippe: Next order of business is the Approval of Minutes from November 8, 2021.

Commissioner Saylor: I make a motion to approve.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

COUNTY ADMINISTRATOR
2021 UPDATE OF TITLE VI IMPLEMENTATION PLAN
RESOLUTION 2021-16

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

Roger Emmons: Thank you, Mr. President. I'd first like to announce to the audience that on this table over here, we don't have a black sign for it, but we will have as soon as possible. We have the Warrick County, Indiana voluntary Title VI Public Involvement Survey. This form is available for anyone wishing to complete it to help the County's efforts at compliance with our Title VI Policy and Implementation Plan. Basically, has to do, make sure we don't discriminate based on age, sex and certain other criteria pursuant to the plan. And so, just wanted everybody to know that's over there and we encourage your involvement with that. So, moving on, what I have is the 2021 update of our Title VI Implementation Plan and I sent this to the Commissioners, Counsel, when was that? Back on November 18th. And I also sent the draft coordinator liaison contact information to Department Heads. I did get some feedback on that. And as the primary take from this, the Board needs to approve this in order for the County to continue to receive and be eligible for Federal aid funds. So this has, I prepared a Resolution to go with it if Kristine has a Resolution number.

Kristine Georges: The Resolution number would be 2021-16.

Roger Emmons: '16. Warrick County Commissioners Resolution 2021-16, a Resolution of the Warrick County Board of Commissioners adopting the revised 2016 Title VI Implementation Plan, that was first time we revised it. Whereas the Federal Government enacted the Civil Rights Act of 1964 which is Title VI 49-CFR, Section 26 to prevent discrimination of individuals on the basis of race, color, sex, disability, national origin, or income status relating to employment and access to public facilities and programs. And whereas in compliance with Title VI for the Civil Rights Act of 1964, the County of Warrick, State of Indiana shall adopt and implement the Title VI Implementation Plan to provide equal opportunity and equitable service for the citizens of Warrick County. Now therefore be it resolved by the Warrick County Board of Commissioners at the County of Warrick adopts the attached revised Title VI Implementation Plan and the plan shall be reviewed annually by the County to assess policies and procedures and update annual goals as deemed necessary and appropriate. Passed, approved and adopted this 22nd day of November, 2021 with signature blocks for the Board.

Todd Glass: And the Resolution is in proper form along with all the supporting materials, Mr. President.

Commissioner Phillippe: Very good. Anyone like to make a motion?

Commissioner Johnson: Make a motion to approve 2021-16.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, gentlemen.

(Resolution 2021-16 is located on Page 23 of these Official Minutes)

CONSENT AGENDA
CERTIFIED CLAIMS – NONCERTIFIED CLAIMS-PAYROLL
ALPHA LASER CONTRACT FOR PROSECUTOR
CORRECTED CONTRACT FOR COMMISSIONERS OFFICE
IT DEPARTMENT APPOINTMENT – ADA APPOINTMENTS
ALPHA LASER CONTRACT FOR SUPERIOR 2
PANDEMIC RELIEF FUND REQUESTS
AIGNER ROAD USAGE AGREEMENT RENEWAL
BITUMINOUS CONTRACT FOR 2022
BOARD PRESIDENT APPROVAL FOR SIGNING INDOT/LPA CONTRACTS AND
AGREEMENT
WEIGHTS AND MEASURES MONTHLY REPORT

Roger Emmons: Moving on to the Consent Agenda. I provided some information as to when we got consensus approval from the Board. I would note that on Item H, the Extension Contractual Services Agreement between Purdue University and Government of Warrick County, Indiana. I sent you that on November 15th, but I didn't receive any replies from the Board giving approval/consensus, so I would ask you to approve this by motion separately. And these agreements, they go back a long time, decades.

Commissioner Phillippe: Very good. We've kind of discussed here on the Consent Agenda, just detailing each line item for the public for transparency sake. So, I'll just read each item that we're approving under the consent agenda. That would be the County Auditor Claims Voucher Report dates, 10th, I'm sorry, November 10th to November 23rd. Payroll dates November 8th; approval of new copy machine for the Prosecutor's Office; approved/corrected monthly lease cost for Commissioners' new copy machine; IT Department Chief Information Security Officer as Guy Whelan, ADA change to Title VI, ADA Coordinators, Roger Emmons and Heather Soberg; approval of a new copy machine for Superior Court II; Pandemic Fund Request 21-57 for COVID-19 legal services. (Request) 21-58 for Warrick County Grant Development Director's contract payment; the Extension's Contractual Services between Purdue University and the Government of Warrick County, Indiana; the renewal of Aigner road use agreement, Jenner Road, from development site to State Road 61; our Bituminous Contract; and the approval of Board President Terry J Phillippe to sign INDOT LPA Contracts and Community Crossings Matching Grant Agreements; and our Weights and Measures monthly report October 16th to November 15th. So, that is what we're approving under the Consent Agenda.

Roger Emmons: Mr. President, I would add that regarding the Bituminous Contract, you approved that on November the 8th. It's good that you're going to approve this by consensus today. I think November 8th was via email. But, we also have the 2022 Aggregate Contract which Sherrie Sievers had been working on, sending us a lot of information about. And Counsel had drafted that, the 2022 Aggregate Contract for the Board's signatures. So, just wanted to add that information for you.

Commissioner Phillippe: So, that clarifies. Thank you, Roger. And I think the Counsel has the 2022 Aggregate Contract under his business. So, we're approving the '21...?

Todd Glass: No, under the Consent it is the Bituminous Contract Renewal.

Commissioner Saylor: Right.

Todd Glass: With Metzger. This is the final.

Commissioner Phillippe: I see.

Todd Glass: This is the final renewal for the Bituminous Contract permitted under our bidding for the calendar year 2022.

Roger Emmons: So, Todd will take care of the Aggregate Contract under his business. I apologize for not saying that.

Commissioner Johnson: And we also don't want to (inaudible).

Commissioner Saylor: I make a motion to approve our Consent Agenda excluding Item H in the Consent Agenda.

Commissioner Johnson: I'll second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

(Certified Claims in the amount of \$1,648,876.72 are located on Pages 23 through 25 of these Official Minutes)

(Non-Certified Claims in the amount of \$3,659.84 are located on Page 26 of these Official Minutes)

(Payroll is located on Page 26 of these Official Minutes)

(Prosecutor's Alpha Laser Contract is located on File in the Auditor's Office)

(Corrected Alpha Laser Contract is located on File in the Auditor's Office)

(Pandemic Fund Summary is located on File in the Auditor's Office)

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

(2022 Bituminous Contract is located on Pages 26 through 28 of these Official Minutes)

(Weights and Measures Monthly Report is located on Page 28 of these Official Minutes)

PURDUE EXTENSION AGREEMENT

Commissioner Phillippe: And then the Extension with Purdue, Warrick County.

Commissioner Johnson: Make a motion to approve the Extension.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Purdue Extension Agreement is located on Pages 28 through 29 of these Official Minutes)

AMERICAN RESCUE PLAN ACTION APPLICATION

Roger Emmons: Thank you, gentlemen. I have a couple other items, other items for action, your consideration. Pandemic Relief Fund Request 21-59, that is the purchase of the ARP, American Rescue Plan Action Application access for surveying, reporting, and prioritizing American Rescue Plan Act Funds distributed to Warrick County. The cost on this is fifteen thousand dollars (\$15,000.00). You want me to mention this other one (1) too?

Commissioner Phillippe: Let's, can we do that one (1) first?

Roger Emmons: Yes, Sir.

Commissioner Phillippe: I'll entertain a motion to approve the ARP Action App at fifteen thousand (\$15,000.00).

Commissioner Johnson: I'll make that motion.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you very much.

(ARP Action Application is located on Pages 29 through 30 of these Official Minutes)

BAKER TILLY ENGAGEMENT LETTER FOR THE ARP FUNDS

Roger Emmons: The second final is Pandemic Relief Fund Request 21-60, this is for consulting services with Baker Tilly Municipal Advisors, LLC, to advise Warrick County for it's compliance related to the American Rescue Plan pursuant to an engagement letter dated November 17th. And that agreement is not to exceed twenty-five thousand dollars (\$25,000.00). I have the engagement letter and the scope, what was it called, Debbie? Anyway, there's also a separate scope document and Debbie is advised, Debbie Bennett-Steartsman, Terry needs to sign all three (3) of those.

Commissioner Phillippe: Bob, I didn't know if you had questions. I know you got limited time to look at that. Debbie, do you have any additional information?

Debbie Bennett-Stearsman: There was actually one (1) letter of engagement and two (2) different scopes of services. One (1) was for the purchase of the application app and for assistance on that. And the other was for not to exceed figure for the County to be able to ask questions to Baker Tilly or seek advice on how the funding should be ran. So, that's two (2). And Terry needs to sign, I think, all three (3).

Roger Emmons: I've got those right here.

Commissioner Phillippe: I understand what's going on just because I've seen it several times so far. So, questions/comments?

Commissioner Johnson: If you gentlemen are good with it.

Commissioner Saylor: I'm good with it.

Commissioner Phillippe: Okay. Make a motion?

Commissioner Saylor: I make a motion to, first of all, we just, we just done. So, I make a motion to approve motion to (Request) 21-60.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Debbie Bennett-Stearsman: Thanks.

Roger Emmons: Thank you very much. I think that's it.

Commissioner Phillippe: I'm sorry, Roger, thank you.

(Baker Tilly Engagement Letter is located on Pages 31 through 34 of these Official Minutes)

OPENING OF BIDS FOR UNIFORMS

Commissioner Phillippe: Next order of business is our County Acquisitions Administrator, Sherrie.

Sherrie Sievers: Sherrie Sievers, Acquisition Administrator for Warrick County. We had tabled, the Commissioners had tabled at the 11/8 meeting, the decision for the bids for uniforms. We had asked three (3) different companies, excuse me, four (4) different companies to submit bids. We only received bids from Cintas and Aramark. We did receive a bid the following day from Uni-First and I did send an email to John Goth and because of the way it was advertised and we had a deadline on dates, we cannot entertain that particular bid. We do, we do have five (5) gentlemen at that Highway Department that do currently use this service. We have one (1) gentleman at the Sheriff's Department and two (2) gentlemen maintenance, Brad and Jeff.

Roger Emmons: Sherrie, did Counsel advise that the Commissioners could reject all those and re, re-bid?

Sherrie Sievers: That is correct.

Commissioner Phillippe: Clearly, there was a low bidder received in proper order, however, Counsel, I need your help here, the majority of the folks that use uniforms who pay for their own uniforms, don't wish to use this company. So, if we reject them, we just let everybody do what they want?

Todd Glass: Well, that's a different question than rejecting or accepting a bid. That is a question as far as what you're going to have your employees do in regards to uniforms. But, it was bid a certain way, so it's not going to be awarded that way, you've got to reject all bids.

Commissioner Phillippe: Got is. That's easy.

Commissioner Johnson: Sherrie, may I ask, have you went out and reached out to these individuals and seen what they want to use and was it split?

Sherrie Sievers: I have. I actually went to the Highway Department and talked to, I think there were four (4) gentlemen of the five (5), they were not happy with the current supplier at all. They had recommended Cintas at that point. Brad and Jeff, they're not extremely thrilled with our provider. But, they didn't really have a preference. And Larry at the bank or at the Sheriff's Department did not have a preference either.

Roger Emmons: I think we've had agreements with all three (3) of those companies in the past.

Commissioner Phillippe: So, just reject them and start over?

Todd Glass: If, you would have to enter into the contract as it was bid, if you accept it.

Commissioner Phillippe: Got it.

Commissioner Johnson: May I ask, are, the individuals, the money that they pay for their uniforms, is it taken it out of their checks and given to them, or did they pay for it themselves?

Sherrie Sievers: They pay for it themselves and I don't, I'm not for sure how they do that.

Commissioner Johnson: Why don't we find what it would cost each individual for uniforms from both of these companies and let them do their own thing? I mean, they pay for it themselves.

Commissioner Phillippe: Right. I think our duty is just either accept or reject the bids like Counsel said.

Commissioner Johnson: Yeah. I'll make a motion to reject the bids.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: (Inaudible).

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

Sherrie Sievers: Thank you.

2022 AGGREGATE CONTRACT

Sherrie Sievers: The next item is the Warrick County Aggregate Contract.

Roger Emmons: Can I have that too, Sherrie?

Sherrie Sievers: You need a copy (inaudible)?

Roger Emmons: I thought maybe you gave me the original exhibits showing the prices.

Sherrie Sievers: (Inaudible) latest.

Roger Emmons: OK. Thank you.

Sherrie Sievers: Commissioners, I have given you each a copy of the annual Aggregate Price Increase letter from Mulzer Crushed Stone. In addition, I've also provided a spreadsheet breaking down the amount and the percentage increase for each item. In 2017, the Mulzer family sold their business to Old Castle Materials, out of Dublin, Ireland. The company continues to operate as Mulzer Crushed Stone and has complete control of the aggregate market including production, distribution, and sales of all aggregate materials in our geographical area. There are other aggregate businesses in the area. However, they are either owned by Mulzer or supplied product by Mulzer. Essentially by purchasing from one (1) of these companies, we are paying the middleman, if you will, making our costs even higher than buying directly from Mulzer. Pursuant to Indiana Code 5-22-10-13 which describes special purchasing rules, Mulzer would be classified as a single source. Therefore according to Indiana Code, the municipality can award in contract, can award the contract and accept the higher prices without soliciting competitive bids, because there is one (1) source for this supply. This has been pointed out previously in previous contracts by attorney John Goth.

Commissioner Saylor: Sherrie, just collectively, what would you say the overall percentage of increase is?

Sherrie Sievers: If you look, they're running anywhere from three (3%), three and a half (3.5%) and we have I think one product on there that's gone to a nine point seven-nine (9.79%) increase.

Commissioner Johnson: That's going to depend on your usage of each one (1).

Sherrie Sievers: Right.

Commissioner Johnson: Looks like about a five percent (5%) across the board. Little over five percent (5%)

Sherrie Sievers: If you average it out, I think that would be correct, Commissioner Johnson.

Commissioner Johnson: Well, I don't think we have a choice.

Sherrie Sievers: Our hands are tied, unfortunately.

Commissioner Johnson: What we need to do here? Do we need to approve this by motion?

Todd Glass: Yes, Sir. It's single source supply. You don't have much of a choice, but Sherry did describe accurately the process that's been followed in presenting it to you as appropriate.

Commissioner Saylor: Sherrie, on page two (2) of the Mulzer Crushed Stone, they got a delivery pricing, but by Township per ton.

Sherrie Sievers: You know, Commissioner Saylor, I'm not exactly for sure on that. I would have to reach out to Bobby Howard on that. Unless, Steve, unless you would know?

Commissioner Saylor: Is that, they charge different rates?

Steve Sherwood: Yes, because of the distance they have to travel to deliver it.

Commissioner Johnson: (Inaudible), Dan. It's from where it comes from.

Steve Sherwood: It's their time and fuel costs, essentially, from where they haul from. They're the two (2) sources, they either haul out of Dale or they haul out of their yard in Newburgh.

Commissioner Saylor: It just, it just doesn't make sense on a couple things. Alright. As much as it hurts, I make a motion to approve.

Commissioner Johnson: I'll second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Sherrie Sievers: Thank you, Commissioners.

Commissioner Johnson: Good job, Sherrie.

Sherrie Sievers: Thank you.

Commissioner Phillippe: Got to apologize, for some reason I saw that under your business. That wasn't your business.

Steve Sherwood: I will. Thank you.

Todd Glass: We can field those curves.

Commissioner Phillippe: Very good.

(2022 Aggregate Contract is located on Pages 34 through 36 of these Official Minutes)

**STATE ROAD 61 TIF DISTRICT
HOWARD NEVINS CORRIDOR
RESOLUTION 2021-17**

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

Todd Glass: Thank you, Mr. President. First item on my agenda is just bringing to the Board the proposed State Road 61 TIF District, the Howard Nevins Corridor. And I believe what is in front of the Board in this long process that has been pursued diligently, the Board needs tonight a Resolution to approve a couple things and that would be a development plan and also a designated area to designate as the development area. I would ask, Mr. President, if we'd invite Mr. Davis and Mr. Roelle up or one (1) or both of them. They would be more apt to explain to you better what the process is.

Commissioner Phillippe: Outstanding. Steve, before you get started, I don't know if you have to set up some displays there or what, I want to talk to the audience for just a second here. You know, I think I've had more phone calls regarding this TIF District than I've had in my first two (2) years and ten (10) months as a Commissioner. I hope that Steve answers whatever questions may be floating around in the audience. And of course we'll give you a chance to stand up and say your, say your piece. But, I've learned and learned and learned as we've gone along here. I was initially very hesitant to, to what was going on here. Not necessarily because of the TIF but what it may be tied to. And as I've continued to, to listen and learn, it's definitely helped my mindset. So, I'll just leave it at that and let Steve get up and talk a little bit here and again, hopefully, that answers questions for everybody. But if not, give you the chance to speak in a minute. Thank you, Steve.

Steve Roelle: Okay, thank you. The room doesn't really allow to really talk to all people, but Steve Roelle, Economic Development Director I've been asked tonight to present basically just an outline of what this TIF District is, why it is, covers the ground that it does, to talk about the history of TIF, the impact that this TIF can have, to talk about some of the concerns that have been raised over the last couple of weeks, and address those, and I will try to be brief. Knowing me, you guys can give me the heads up if you'd like me not to, to stop talking. In the audience behind me as well, if there are questions that I cannot answer, we have Emma Adlam from Baker Tilly, if there's questions on the tax impact of this TIF to the underlying taxing units. Herb Davis is the Redevelopment Commission attorney. Jim Morley has done a lot of, the site and background into the TIF and pulling the parcels. And we have several members of the Redevelopment Commission. The Redevelopment Commission just as a starting point is only involved in TIF. That's the only purpose of the Redevelopment Board. Those folks are drawn from banking, finance, construction, school

board, healthcare, and a wide variety of backgrounds. They are appointed by the County Commissioners and the County Council to make these decisions and to use TIF for the benefit of Warrick County. And I'm gonna come back to it again and again, but I have to say that I think if we look at the history of TIF in Warrick County, it's been used extremely effectively to put the County in the positive position that it is. Growth, jobs, and impact. We have a north Warrick TIF that is almost all rural and Ag. And we have the Epworth TIF, which includes the health care development that's going on along the Wellness Trail and Epworth Road. So, very quickly and because the TV doesn't work and I can't put any slides up, I'll kind of talk through some slides. You guys have those. But over here on the side, we're looking at the State Road 61 TIF, the Howard Nevins corridor. In reality, this spot is the best location in Warrick County for 21st century jobs and advanced manufacturing. It's the only spot in Warrick County that is near the river, has rail has great road access, and has a high speed high capacity electrical transmission line running through it. What the Redevelopment Commission plans to do are several different things. We plan to develop an advanced manufacturing site and park within this TIF District. We plan to bring in water and sewer infrastructure into the TIF District for development. We plan to support Alcoa and Kaiser Aluminum's continued success and growth in Warrick County. We want to improve road and safety improvements within this TIF that have been pointed out by the Commissioners and our Highway Department. And we want to invest in parks and quality of place. As I'll talk, the TIF district includes Friedman Park, Vann Road Baseball/Softball Fields, and the Amex Soccer and Football Complex with, that gets thousands of visits from our community every single year. We know that within this TIF, there is going to be industrial, AG, commercial, recreational, and residential all located within the TIF. And that's okay. There's multiple things within the Epworth TIF and there's multiple things within the North Warrick TIF. We've done a lot of questions about why is the shape of the TIF, why does it look like this. And I'll address that very briefly. It's that the shape of this TIF is for multiple different reasons, but it's to accomplish all those goals that I just mentioned. One (1) of the biggest things is almost half of this TIF is the Alcoa/Kaiser footprint. When you go into what Alcoa/Kaiser is leasing from Alcoa, and then there's CenterPoint Power Distribution, you are looking at about five thousand (5,000) acres. So almost a half of it. So people say, why does it look like this? Over half of that is Alcoa/Kaiser and if we're gonna support Alcoa/Kaiser through the use of TIF similar to the way in Gibson County you can look at how Toyota is a large property, it is within a TIF District that not only supports Toyota, but supports things like the Princeton YMCA and other projects within the community. It's this shape for development opportunities. I talked about an advanced manufacturing park. That is our goal to find some property and to develop an advanced manufacturing park. It is for the potential Cleanera footprint and incorporate, it incorporates that as well. And then there's a whole section, (inaudible) I'm talking about this section over here and why it looks like that. This little section is included for those road infrastructure projects and also for recreational improvements that we can make for quality of place and quality of life in Warrick County. The last comment on that is that Warrick County has been doing a great job, and we are outpacing our neighbors in Southern Indiana on a lot of things. We are outpacing on population. We have the best schools in Southern Indiana. Parks, trails, roads, rooftops, neighborhoods and growth in healthcare and life science investment and jobs. The one (1) when we decided to do the Epworth TIF, was the diversified from our manufacturing history and background. Well, I think we've done that. Part of the growth in the Epworth Corridor, we've seen all of these healthcare life science jobs and supporting jobs, the population growth, and everything else. What has been a little bit ignored is bringing in new industry and jobs for Warrick County residents to continue to work in, in manufacturing, advanced high paying, highly skilled jobs. Here in Warrick County, this TIF district does exactly that. The next thing, I wish I had a big print out of it, is to show that this, this TIF lines up with several different things. It lines up with the Warrick County Comprehensive Plan. If we look at the map, it's a map from 1993, but it shows that Alcoa running all the way up Alcoa Highway up to Vann Road is deemed, in the legend, is deemed as industrial. It lines up with Redevelopment and Economic Development goals of bringing 21st century jobs to Warrick County and it lines up third party reviews by site selectors that they put their finger on Warrick County, and they say rail, river, roads, electrical transmission, this is your best location for some future development. It lines up with current projects that were looking to land in Warrick County. And it also lines up with the new Warrick County School Corporation Pathway School that they're gonna build over by the Boonville bypass to teach our kids that are coming out of high school marketable skills where they can make real dollars. And they're going down to pathways to start: advanced manufacturing skills, healthcare and life science skills. So it lines up with what we're going to be educating our high school kids, so they can have marketable skills coming out of high school. As an example, when we talk about needing to bring in high quality 21st century jobs, I'll give everybody a pre-COVID stat. In 2019, we had eighteen thousand five hundred and sixty-nine (18,569) residents leaving Warrick County every day to go to work. We only had forty-eight hundred and forty-two (4,842) coming in. Eighteen thousand (18,000) versus forty-eight hundred (4,800). And so, we have a large portion of our workforce, I want to say that's about forty percent (40%), going across the river into Kentucky, going to Gibson County, sometimes moving away for these opportunities. And so, that is one thing we are trying to do. It does line up with the Comprehensive Plan, the Comprehensive Plan says if you're developing industrial make the area larger than the perceived growth. This is larger than the perceived growth. If you're look at the North Warrick Industrial Park or the North Warrick TIF, it's thirty-five hundred (3,500) acres. We basically have a three hundred (300) acre industrial park that's been around since 2007. But you developed a lot larger. When it was developed, State Road 57 went right past the park. So, I don't have a crystal ball for fifteen (15), sixteen (16) years from now. You develop it a little larger to be able to adjust and adapt. Alright little quick background, I talked about the Epworth TIF, that was established in 2004. The North Warrick TIF was established in 2007. So we are seventeen (17) years and fifteen (15) years past those, when those, when those TIFs started. TIF is a long play. It's not an overnight success. Even in the Epworth TIF where we have seen a ton of new investment, hospital campuses, and growth going up, a lot of that has happened since 2016 and beyond when we finally had the funds to build the Wellness trail. That was established in 2004, so it's a long play. We're making this play for the future. A newly established TIF district can be active for a maximum of twenty-five (25) years. And this TIF along the Alcoa corridor has been in the works with Redevelopment pre-COVID. When I started, we shifted gears with COVID to focus on small business grants and some other things. But, this has been something the Redevelopment Commission has been pushing for a long time. Try to only go a couple more slides. Timing and the process on this is that it's a multi-step process. At the October RTC meeting, there was a Declaratory Resolution which passed six to zero (6 to 0). This TIF District came to area Planning Commission at their November 8th meeting. It passed four to one (4 to 1), with five (5) members present out of a seven (7) member board. We're here tonight at the Commissioners meeting; Todd talked about the Resolution that we're asking to be approved. But then the final step is a public hearing that's at the December 16th Redevelopment Commission that is published in is a public hearing on this TIF district. Concerns, we've had a lot of concerns when it comes to this TIF District and I'd like to address a few of them. They basically fall into land concerns, zoning and land and farm ground. So land and farm and then tax impact are kind of the two (2) categories. We've been asked if TIF rezones agricultural land to industrial, that all of a sudden we're looking at becomes one large industrial park. And that is not correct, rezoning has to do with Area Planning and the

Commissioners. They always have and maintain full rezoning authority. Our goal is to, you know, develop this in a smart way to make an impact on the future economy, the future jobs, and the future quality of place. As we talked about, it includes roads, it includes parks, it includes development, and it includes supporting Alcoa and Kaiser. And I'll make one more point on that. A lot of times when a community gets really hurt, when the Whirlpool plant closes or the Ford plant closes. And so, business retention is just as important as business expansion. We want Alcoa and Kaiser to be here, have those jobs, and be healthy for the next sixty (60) years. We've addressed the concern already I've kind of talked about, why is TIF district looked like this, why is it this size? Almost half of it is the Alcoa/Kaiser footprint. We've got a potential Cleanera project. We've got a section to the northwest that has to do with those other things. That's why it was drawn this way. We've heard that people will lose their land via eminent domain, that the Redevelopment Commission will take land to develop an industrial park. We developed in industrial park up in the North Warrick TIF. We purchased that land from those land owners. The Redevelopment Commission has no power of eminent domain. We've heard that TIFs hurt schools and school funding. That is incorrect; that does not happen. We've heard that TIF raises property tax rates; that does not happen. At the Area Planning Commission, there was a concern about bringing in polluters into Warrick County because this is a TIF District. Warrick County threads the needle on attainment or nonattainment for air quality. It is, air quality should concern all of us. It's not the Redevelopment Commission's goal, and I certainly don't think it's Area Planning, BZA or the Commissioners' goal. When it comes to approving any type of project that, again, does not fall with Redevelopment, it falls with Area Planning, BZA. If it has to do with air quality the EPA and the Commissioners. We've heard that TIF Districts will force, will force people with farmland to sell their farmland. And that's, again any concern, that, we should, we, we need to address any concern when it comes to land and when it comes to farmland. Ag land in the TIF does not change in assessed value. Your taxes do not go up if you own Ag land and all of the sudden comes next to you. We have hundreds and hundreds of parcel examples and years and years of history in Warrick County to show that. You're at Ag land is set by the state per acre. There's some variables on soil quality and production and stuff that is way above my head, but that's currently about twelve hundred dollars (\$1,200.00), twelve...twelve-ninety (\$1,290.00) an acre. And no matter what kind of development comes in, it will not force people to have to sell their property cause they can't pay their taxes or to make ends meet. I, I can't stress that enough. We've got property right next to hospitals and apartments and the rehab hospital on the Wellness trail that's Ag, seventy (70) acres. And that land still assesses at twelve hundred ninety dollars (\$1,290.00) an acre even though right next to it is a four...forty million dollar (\$40,000,000.00) property development, one hundred million dollar (\$100,000,000.00) development. That seventy (70) acres just last year assessed at hundred thousand seven hundred dollars (\$100,700.00). Now, I will say that sometimes property owners can get all the benefit of that TIF. Doesn't hurt them from taxes, doesn't force them to sell, does not rezone their land. But if we take that property on the Wellness trail, they get the benefit if they want. We run water and sewer down that road. If they wanted to build a farmhouse, if they wanted to build something on the property, they can tap into the water, they can get off septic, they can tap into the sewer and the improvements that were made. They also, it is true, if they want to sell their land, that is some of the most expensive land in Warrick County. So while it will not hurt them with taxes or their assessment, they can sell that land for a much higher value if that's what they decide. There's, there's active farm ground, and there's tons of it up in the North Warrick TIF and there is several parcels along the Wellness Trail in the Epworth TIF. Alright and I'll certainly answer your questions, but I'll go one (1) more slide really, and the next question has to do with, are the schools gonna be hurt by the by the tax impact? Cause what TIF is is it collects any new assessment, any new assessed value gets to go into that TIF fund for the length of the TIF. Any existing value, any existing budget that any of the underlying tax units have are not impacted. So this is a summary slide really quick. We can get really into the weeds or not into the weeds, but in reality it shows you in funds, there's two (2) types of funds. A levy fund and a rate based fund. A levy fund is like County General, the School Corporation, Solid Waste. Levy based funds cannot raise additional revenue even when development or a new assessed value comes in. The County is set with how much County General can raise. We're given a growth quotient by the State of Indiana which Warrick County outpaces in growth every single year. It's a six (6) year rolling average growth factor that we get for levy based funds. Rate based funds can be impacted by a TIF District. So a rate based fund is a fund that the rate is capped or set and you can collect more revenue the more assessed value that you get in. A good example is EDIT, Economic Development Income Tax, has been point five (0.5%) forever for EDIT, it's portion of income tax. But the more income we have in Warrick County, the more EDIT we can collect. EDIT funds are roads, funds Economic Development, parks, is funded the Rainy Day Fund for Warrick County, and in the last ten (10) years EDIT has gone from seven point four million (\$7,400,000.00) to twelve point two million (\$12,200,000.00). So more income in the County, EDIT can go up. So that's a rate based fund. The long, the short version of it is when you look at all the underlying tax units of this TIF District, Ohio Township, Anderson Township, and Boone Township, Warrick County General, Warrick County Cumulative Drain, Anderson Township Fund, Warrick County...Boonville Warrick Public Library, the Warrick County School Corporation, Solid Waste, Ohio Township, Ohio Township Fire, Boon Township, Boonville Civil Special Fire Protection Territory General are all levy based. So there's no future, if there's a future project that comes in, there is no impact to their levy. There are four (4) funds that are impacted. Those four (4) funds are Warrick County Cumulative Capital Development Fund, Anderson Township Cumulative Fire Fund, the Boonville Civil Special Fire Protection Territory Equipment Replacement Fund, and the Ohio Township Cumulative Fire Fund. And that's on the board right there. That board is a snapshot of the impact in 2036. People say, why 2036? Because that's the max year, that's the max impact that that will have. The reason behind that is that for example in Anderson Township, if Kaiser makes a large investment that they're thinking about to expand here in Warrick County, that project would get done most likely in 2024. 2024 project gets assessed January 1st of '25. We pay our taxes in the areas, so '26 taxes you pay for your '20, you pay in '26 for your '25 taxes. The Alcoa project would get a ten (10) year tax abatement from Warrick County. So in the first year, there's no taxes paid. In the next year, there's five percent (5%) of taxes paid. The next year there's fifteen (15%) and on and on until 2036 which is the max impact. So this is really just to show everybody that the impact to these taxing units comes to forty-nine thousand five hundred and fifty-six dollars (\$49,556.00). The TIF revenue that would come in, although this is a levy difference that hits these four (4) units, the TIF District would get one point eight million. (\$1,800,000.00). One point eight (\$1,800,000.00) verses forty-nine thousand dollars (\$49,000.00) and the key point there is that TIF dollars, TIF dollars can be spent for capital projects that benefit the TIF District. So TIF dollars can be spent, let's just say there is, you know, there's a gap in funding in the future, if a project lands, TIF dollars can be used for capital projects to support any lost potential revenues there. So, one point eight million (\$1,800,000.00), when we look at the financials, one point eight million (\$1,800,000.00) versus forty-nine thousand (\$49,000.00). There would be a, these numbers would be much smaller in 2027, 2028, 2029 and so on. We just wanted to show the max impact of that project. I don't know, I can, I can be done. I can, just on behalf of Redevelopment Commission, you know, 2036 the Epworth TIF will have expired by then. The North Warrick TIF will have expired by then. This is going to be the active TIF moving forward that we can do good

things for Warrick County. It has the full support of the Redevelopment Commission, the folks that are appointed on that Board to vet these projects. We are excited about it. Nothing happens overnight, as you see, it's a long play. But, we've got to get started. The next public meeting is December 16th and that's a public hearing.

Commissioner Phillippe: Thank you.

Steve Roelle: So, I'll leave it at that.

Commissioner Saylor: Steve, where's that December 16th meeting?

Steve Roelle: The Friedman Park Event Center and it will be advertised in the Warrick County Standard.

Commissioner Saylor: Thank you, Sir.

Commissioner Phillippe: Okay. We'll take this opportunity for the folks that have signed, we have the sign in sheet here and I'll just take him from the top to the bottom. And again folks were gonna put a cap at two (2) minutes on you. Should have put a cap in two (2) minutes on Steve. And...

Steve Roelle: I'm sorry.

Commissioner Phillippe: Please no doubling up of statements. First person to speak is Jay Davis. Jay, I'm going to take the time off for your four (4) phone calls. You've got fifteen (15) seconds.

Jay Davis: Well, I'm here with questions. Due diligence, I don't think it's really been done guys I'm sorry. Why did I hear about this less than a week ago? My Trustee for Anderson Township has no knowledge of this. So how can you implement something that the entities don't know anything about? That's my problem. As a fire chief, I see something on here, it talks about equipment for Yankee town Fire Department. I didn't know anything about that. I work with the Trustee that don't know anything about that. There's a lot of people that think they're, and I thank Mr. Roelle and I hope to talk to him later tonight about the eminent domain, cause some people were afraid of that. So, he's answered that question. If an individual wants to sell their property, that's their problem, that's their initiative. Not a problem, but you got to remember there's a lot of heritage out here in the (inaudible) area. Families have been out there farming for generations, not just a year or two (2), generations. They don't want to give up their property. They understand people need jobs, but there are jobs. Just get off your butt and go to work, sorry. I just, I just think that this thing is being pushed too fast. It needs more time, more informational meetings to get this information out. I've learned more tonight sitting in the back of this room, then when this thing come out here a week or so ago. So, before you approve this, let's get all the information. Let's know what's going to happen. Because there's a lot of misconceptions. There's a lot of hurt feelings over this. As a taxpayer, I want to know what's going to impact me, what's it gonna impact Anderson Township financially. I hope to learn that tonight from Mr. Roelle, but I don't know. We planned a major improvement to the fire equipment for Yankee town who are the backup for Alcoa and Kaiser. But, we, they can't buy the equipment, we have to buy the equipment. So how how's this gonna impact this? Cause we're looking at a major impact. We need to replace a truck that is twenty-six (26) years old and it's not cheap. We just got an updated quote of one point eight (\$1,800,000.00). How we gonna pay for that? How's the Township gonna pay for that? You know, we're out there, we're volunteering our time, doing emergency services, helping Warrick EMS, Sheriff's Department, whatever. But, you know, I don't think this is, is a process that should happen within a few weeks. You need to spread it out; you need to have informational meetings. That is your major problem. Thank you.

Commissioner Phillippe: Thank you, Jay. Next up is Mike Moesner.

Mike Moesner: Thank you, all. I'm on the Board of Zoning Appeals. And again, I just heard about this in the last week or so. So, I was just kind of curious, I wanted to find out what, what for sure what's going on and the process and all this. And I'm, I'm definitely in favor of, you know, economic development, but the size of the scope of this is really big. And I just had some questions. He, I heard him mention a couple times Cleaner and he never mentioned anything about it, but I've found out, you know, what's going on there. As a farmer and I'm not real familiar with that area, but I did yesterday go and drive through that whole area to see what, what we're talking about. And there's a tremendous amount of farm ground there, prime farm ground. And that's a concern of mine is what's gonna happen to that in regard Cleaner and that type of thing. I'm just here as a means of gathering information, so that's what I want to speak. Thank you.

Commissioner Phillippe: Thank you, Mike. Next speaker is Phil Springstun.

Phillip Springstun: Thank you, Philip Springstun. I reside at 899 E Tennyson Rd, Boonville, Indiana. I've been a resident of Warrick County over thirty-nine (39) years. First of all, I have two (2) disclaimers. One (1), I do not own any property within the proposed TIF district. Two (2), I generally support TIF Districts because if they're used correctly they can be very helpful. But like it's already been mentioned, to me there's some red flags. One (1) the speed of this and the quietness of it. Where people talk about that known about this for two (2) months and I understand, you know, even a couple Commissioners didn't know that but just a few days ago. I did have several questions. A lot were answered. I just need the gentleman to clarify one (1) thing. The five thousand (5,000) acres, is that total or is that what Alcoa owns?

Steve Roelle: That's what Alcoa owns.

Phillip Springstun: So we're looking, talking about ten thousand (10,000) acres of TIF District?

Steve Roelle: Approximately.

Phillip Springstun: I thought so, because I...

Steve Roelle: A thousand (1,000) of that is parks and rec and (inaudible).

Phillip Springstun: Yes, well, I have a plat book and I'm fairly decent at math and so I kind of calculated that. I just want to clarify that. So, a ten thousand (10,000) acre TIF District is really unheard of. Not just down here, in Indiana. It bothered me of the, how it's carved out, and he kind of addressed some of that. He did mention, the gentleman did mention a lot of things that the TIF can do. I agree with that but the only thing they've listed, one (1) of their exhibits, is a ten (10) inch water main or excuse me, an eighteen (18) inch water main and, and the sewer. And that comes down the road, goes up and stops at Sharon Road and that's it. Right out in the middle of nowhere. Now, my fear and I'll skip down and address that, I mean I disagree with him that it can't hurt school funding. If that water and sewer line go in, there's nothing to prevent somebody to come in and say well I'm gonna put a four hundred (400) house subdivision here. I'm gonna put a hundred (100) houses here. I'm gonna put this and that in there because now the water and sewer is in. Houses make kids; kids go to school. That cost taxes. If this is froze, none of that revenue is gonna go to schools. None of it. So, to say that this doesn't hurt taxes, I'll have to disagree. If you read through the book, which I did, that talks about future projects, it talks about, I'm sure they've met all the little checkboxes they have to meet. Another big red flag to me, too, I've been informed that all the documents, probably more than what I have here, were given to this Area Plan Committee the night of the meeting. And they wanted a vote and had to vote. I'm pretty sure that they never got to read all that and I've read all of it since then. I spent the weekend. I got these documents Friday. And I spent the weekend. My second question to the gentleman, you did mention it, does this area include all of the proposed Cleanera Project.

Steve Roelle: Yes. As it sits today. Again that's...

Phillip Springstun: Sure that could grow, that could change, I understand that. So, the rest are just comments that I saw and I can, I did not bring copies, I apologize. I can provide this to you at your request. Page one (1) of their document mentions possible solar farms. Well, solar farms don't need water or sewer. It talks about the Alcoa/Kaiser facility on page one (1) and how he addressed some of that. And so, you know, do we, do we, does somebody know what's coming we're building something in to promise somebody something? That's my question. Page two (2) mentions, it mentions there's numerous commercial and industrial sites that will be made available immediately when this infrastructure is in place. I don't know how you can guarantee that. The sewer project that they've listed says, it's based on current and expected growth. So is there something that needs it there that doesn't have it now? Or do they know there's growth coming? Page nine (9) mentions that they can take this money and relocate utilities. So, once again, are we gonna spend money to relocate utilities to benefit somebody else? Page fifteen (15), which he addressed, talks about the goal of developing a new Warrick County Industrial Park. To my knowledge the two (2) county parks that Warrick County owns now is not full now. And they're gonna tell you, I'm sure he would, somebody else would, you don't know what's gonna happen in fifteen (15) years. Not gonna say, well we thought it would work, and it won't. Same thing, same gamble here. You don't know if it's gonna work. You don't know if you're gonna, when you put that sewer line in, water line, if you're gonna get business. No guarantees. I couldn't find anywhere in that document where list the time limit on this TIF. Unless they've changed the law, they have to have a time limit, list a time limit. I couldn't find it. Maybe there's more papers than I got. But, it doesn't put a time limit on it. That's a red flag.

Commissioner Phillippe: We're about over two (2) minutes here.

Phillip Springstun: Okay. I'm gonna, I'm gonna be right here. Just about done, Terry. I apologize. I strongly believe in private property rights. If somebody wants to sell their property to build a factory or put in a solar farm, I fully support that. But, I think it's some point in time somebody's gonna have to step up and say it's time to protect this farm ground. Because they're not making any more of it. And just up the road, which is in this TIF District, is a pretty nice piece of farm ground that was taken out of production because it was mitigated because of a wetlands project. And this, perfect place for this would be some strip ground that ain't worth nothing. But and I do apologize for going over. When I get on my soapbox, it's hard to stop.

Commissioner Phillippe: Next, Gary Michel.

Gary Michel: Yes, thank you. Phillip covered most of the areas I was looking at, but I was particularly still hadn't, I'm not clarified, what the TIF money can be used for. As Phillip indicated, potential growth and a number of students, may have to build a new school or whatever. Steve had mentioned that it could be used for capital projects. Can it be used to build new schools? The actual tax impact the schools, I don't think that they have really presented in the proper area proper way there. Mike had mentioned the Board Zoning Appeals has worked at developing solar regulations on how to put solar in. And I don't think this at all fits anywhere close to the solar policy and the county has approved. The solar needs to go on non-prime farmland areas not being used. The area down here is nice flat, highly productive land and, and can be, solar panels can be seen for miles and basically ties up landed that might eventually be used for something else generations down the road. But, but basically, the main thing is the production of the farmland and keeping it productive. And so appreciate your thoughts. Thank you.

Commissioner Phillippe: Thank you, Gary. Okay, I made some notes here. So there's obviously questions. With regard, I'm just gonna take the first one (1) I wrote down, due diligence in not knowing, I think there was a little bit of a snafu in the last committees' agenda that heard this. I'm not sure exactly what went on there, but I don't disagree that they could have been better prepared. Mistakes happen. Here we are tonight. I think we're doing, hopefully, we're doing a good job of making sure that everybody that asked questions and concerns get those answered. Steve, I may need your help here on some of these. I do want to get the concerns answered.

Commissioner Saylor: Steve, yes, come on back up.

Steve Roelle: I wrote down a list of what I heard. I can address whatever I know.

Commissioner Saylor: Steve let me ask you a question first, if I can, Mr. President. Based on your knowledge, when did you start hearing from your Boards about the TIF and we needed to create another TIF in the area, because of age and...?

Steve Roelle: It's been floating around redevelopment since 2019. I've only been in this job for three (3) years, but it's been floating around as, let's take a look at it. We look at the projects that come in, what needs they have, what capacities they need, what kind of ground they need, if they need rail. We kind of process that and got more and more of those in. Again all, all fingers point to this area as the best spot and as was highlighted in the Comprehensive Plan way before my time going back to 1993.

Commissioner Saylor: So, I've been sitting on Economic Development Board for five (5) years and at that time, Larry Taylor was, he held your position. I know the Board was pressing him to create a new TIF District at that time. But he was in the fourth quarter of his career and quite frankly it took a lot of work. And I don't think he wanted to spend the time or the energy on that. And I know I see Herb out there shaking his head yes. I don't know if we have the Board members in here that have been on...

Steve Roelle: Randall is supposed to be here. I don't know. But, he's been on their back to the time that you're talking about.

Commissioner Saylor: I've just heard from different members of our community who sat on these Boards that, hey, you know, the TIFs lose their effectiveness over, you know, course of, the older they get. You know, we need to be looking at this. This, this helps, you know, you can look at you can look at our TIF area, you know, very successful. Money's been well allocated there, well spent. I think we're seeing, they're starting to see the benefits from it. I know there was a comment made about, made about time in our Economic Development or, or our industrial parks. One (1), one (1) of our industrial parks is full. The one (1) North Warrick Industrial Park is not full. And again, I don't want to put this on Larry Taylor, however, there was probably some energies that wouldn't put into that. One (1) because the economic downturn probably hit us pretty hard and there was not development going on for, probably a five (5) to six (6) year period at least in our area. And if we're not pushing that envelope, I know since Steve's been on Economic Development Board, we've, we've had private studies done and he's really, really been hitting it hard. And as a result I think the community is going to hear some pretty neat things in the next six (6) months to a year about what's happening up there. So, thank you, Steve.

Commissioner Phillippe: Now, I'd like to go back to address the not known. Phil, I think you brought that up. I, I didn't, I won't say that I didn't know about this. Because I have known about the TIF District conversation for quite some time. It's one (1) of those things that I just didn't pay attention to all the details. And we know it's kind of hanging out there and then all of a sudden it hit the last meeting and kind of went to flashpoint and got on my radar. I spent the time learning the last week about my questions, my concerns, questions and concerns coming to me via email and phone call. You know, we all sit on different Boards. And the Boards that I sit on, I, I sometimes don't do a very good job of keeping Dan and Bob briefed on what's going on in those Boards. Dan does a very good job that briefing us on things. But the simple fact of the matter is, Dan's on Economic Development, he knows more about what's going on than Bob and I do. So that's why I spent my time this week on what's going on. So, I just want everybody to know where I'm coming from on that. On the numerous sites comment, I think it's safe to say that we can say there will be numerous sites with economic impact potential because the Vann Park Industrial Park is inside the red line, right?

Steve Roelle: Correct.

Commissioner Phillippe: So right there, we're bringing the existing sites into the TIF. Dan already addressed the industrial parks not being full. And, Steve, any other comments that you have with regard to what you wrote down?

Steve Roelle: I just wrote down a few and I appreciate all of the feedback and all of the concerns. I've been talking to several people in this room among others over last two (2) weeks. We haven't done a new TIF since 2007. So the state puts out, here are the steps that you need to take and, and I feel like Economic Development, the Redevelopment Commission has been taking all of those steps moving forward. There is a public hearing and there's a tax impact statement that Baker Tilly has been working on that I'm having another meeting tonight as Jay talked about to sit down with Jan and some of the Townships and, and some of the Fire folks. So we've been checking off those boxes. I agree, anyone that knows me, I'll stay up here all night and talk. I'll share every file and folder that I have. So we've just been kind of, since 2007, we haven't done one of these. We read the handbook the same way. If Molly or the Commissioners need to publish something in the paper, it says published two (2) weeks before your meeting or three (3) weeks before your meeting, you check that box and you keep moving forward. I heard another impact about the schools. And as a parent with two (2) kids in the school system, I'm certainly concerned about the schools. But, one of the comments was if, if all tax revenues are frozen, it's going to impact the schools. And I just want to spend one (1) minute. There's a school board member on the Redevelopment Commission. That is from back pre-2009 when the schools who have four (4) funds: a General Fund, a Debt Service Fund, a Bus Transportation Fund, and a Capital Fund; where they were impacted by TIF. 2009 that went up to State sales tax in the State now gives money that follows students around to wherever they go. And the General Fund for schools and Emma you can correct me if I'm incorrect, but the General Fund is no longer impacted by TIF. It was funded by State funds that were collected through the State. The last remaining fund was the Capital Projects Fund, which was one of these rate based funds just like the funds here that you see, would have an impact on new development. In 2018, that was merged in with the Bus Transportation Fund, so it is a hundred percent (100%) correct for people that have been around TIFs for a long time to have a concern about TIFs in school. They used to impact schools, it does not impact any of the, what used to be four (4). Now, it's combined. It's three (3) funds. So, it does not impact the schools in that way. I do not disagree that more population, whether that's through the TIF or whether that's through growth in our communities, certainly adds kids in the school district. And the schools have been looking for doing the new pathway school, for a while they were looking at new elementary school, enrollment dipped they pulled that off the table. The other thing I, I do know what was addressed and I apologize who addressed it, was it this is the Economic Development Plan. It's a really big book that is part of what we wrap up. It was presented to Area Planning that we've gone through. I do want to just point out, because I want to clear any misconception that this is the section of our Economic Development Plan for this TIF. That's why the reference was page one (1) or page two (2) or page fifteen (15). Four (4) pages of that, five (5) pages of the legal description of northwest kind of stuff that's above my pay grade to read the legal descriptions of property. The rest of this is the Comprehensive Plan and other plans that have been in place in Warrick County. We just kind of include that because we reference it. But it's not new to Commissioners, Area Planning, BZA or anything. Sewer and water was addressed as far as, and I understand that. To develop a new park the same way we did with the North

Warrick Industrial Park, you've got to bring, if we're gonna have a site, you know, pick out a size. Three hundred (300) acres, whatever that is, we have to bring water and sewer when a project wants to land here in Warrick County, they need to have x-amount of, two (2) megawatts of electricity they're gonna run five (5) days, six (6), you know, two (2) shifts, sixteen (16) hours a day. They talk about, you know, they need three hundred thousand (300,000) gallons of water a day. They give us all of those things. So while I can't guarantee that something is going to land there, the same with the North Warrick Industrial Park, I can guarantee something is not going to land there if we don't put the infrastructure in. The same with the Wellness Trail or anything else. Dan addressed, you know, we had an industrial park out there by Boonville that got annexed by the City of Boonville the last remaining piece of property that the Redevelopment Commission owned went to an outdoor recreation space for the walking trail and some fitness equipment. But that filled up, and as Dan said, and I do agree as well, a focus went to the Epworth TIF here in Warrick County. It's probably the right decision, healthcare and life sciences, and the focus was taken off the North Warrick Industrial Park. In the last two (2) years, we've done those studies, we've landed Phoenix Specialty Films, we've got a hundred thousand (100,000) square foot shell building so we can approach projects that just got substantially complete in the last two (2) weeks. So, I mean we are putting our foot back on the gas. And again, they don't develop overnight. It took a while to upgrade sewer for the Town of Elberfeld. I think if Marty or Dennis were here from Elberfeld, they would talk about the benefits that have come from upgrading water pressure and sewer capacity. We had a meeting about sewers to try to get some other folks off of septic systems and some of those underlying benefits that may not be seen on the front end. And I think the length of a TIF District is set by the state, and it's twenty-five (25) years max. That used to be, I think, thirty (30) years, but for several years, it's been twenty-five (25). So that was one (1) other concern that I heard.

Commissioner Johnson: Steve, really quick, on the north, north of the County, the Industrial Park, Elberfeld. What are our limiting factors there? We don't have the infrastructure there to support a large manufacturer, do we?

Steve Roelle: So and that park again predates me, but that park is fantastic for a small manufacturer or a medium size logistics or warehouse company. The park has a capacity left, remaining of two hundred seventy-five thousand (275,000) gallons of sewer and water capacity at that Park. And we have projects, larger projects, hundred million (\$100,000,000.00), hundred million dollars (\$100,000,000.00), two billion dollar (\$2,000,000,000.00) projects that would be way over that capacity that look at Southern Indiana as a place to land. So, it is fantastic, Pepsi is out there, their distribution, they use minimal, you know, that's basically a warehouse and distribution center. It is set up really nicely for that. It is not set up for a larger 21st century advanced manufacturing facility.

Commissioner Saylor: You know, Steve, one (1) thing I want to mention about North Warrick. North Warrick Industrial Park had a very strong competitor in Vanderburgh County, VIP. And we lost a lot of businesses to VIP because we weren't ready and prepared. So, and, and because we just weren't prepared and we, I, I think we were asleep at the wheel. You know, and so, that, that Park is what, Steve, all but one (1) lot or is that completely filled now?

Steve Roelle: Which one (1)?

Commissioner Saylor: VIP.

Steve Roelle: VIP, they just leased the last building they had.

Commissioner Saylor: So, Steve, correct me if I'm wrong, Vanderburgh County has really no other sites. Now, they're gonna be...

Steve Roelle: Now they're looking for development, for another place.

Commissioner Saylor: Right, another place.

Steve Roelle: And so is Gibson. That's all the concerns that I heard, but as I said I'm having a meeting later tonight at 7:00 PM. I'm happy to stay around and discuss anything that anyone has. Happy to open the office doors to anyone that wants to come in. I've already had several of those meetings and the public hearing is December 16th on this matter at Friedman Park. It will be published in the paper and it is the Redevelopment Commission.

Commissioner Phillippe: Thank you, Steve.

Steve Roelle: Okay.

Commissioner Phillippe: Commissioners?

Commissioner Saylor: You know, one (1) thing. You know, I do take ownership of probably not keeping Bob and Terry up to speed with this probably like I should have. However, I don't think that would have made any difference. You know, we have a great RDAC Board and EDAC Board, Redevelopment Board, these people are our business people out in the community that are very sharp, smarter than I am. I put a lot of confidence in them. We place, we don't take those placements lightly, those board positions. You know, this is something that they endorse and I got to go off their experience of, of how successful the Epworth TIF has been in. And I think that that'll benefit Warrick County and the Warrick County residents for a long time. So but, you know, I, I consider myself a fulltime Commissioner. We're part time paid and, and I talk to these guys every day on a daily basis. However, there's a lot going on in Warrick County. We have a lot going on. And I know today, I came here to look at my desk, it's, of course, this is not about me, but I can't get my desk cleared off because we're in meetings all day every day. So again, that's part of my, you know, lack of probably cornering Bob and Terry and sitting down with them, but I do take ownership of that. I've probably not kept them informed like they should. But, I guess I look as TIF as a positive. I think the whole, whole county that Carmel's in, that whole county is TIF, is it not?

Steve Roelle: I think they have a hundred and eighteen (118) TIF Districts.

Commissioner Saylor: So, so anyway, I don't think we've abused our TIF opportunities and I personally think it's needed.

Commissioner Phillippe: Dan, it's not your responsibility to keep me informed. That's my job. So, no worries. Jay, Jay, we're past out time here.

Jay Davis: I just have a question for Steve. (Inaudible)

Commissioner Phillippe: Jay, Jay, can you and Steve get together after the meeting please?

Jay Davis: Huh?

Commissioner Phillippe: Can you and Steve get together after the meeting? Okay.

Jay Davis: But, I feel this needs to be redrawn for a purpose. Not (inaudible) this thing, there's no utilities out there. You've got to (inaudible). But, you have an expansion coming up (inaudible). Somebody's talked about a solar (inaudible). Fine, create those TIFs there. Don't put the whole area in there.

Commissioner Saylor: Steve could you come up and dress the public hearing opportunity. You know when you have a public hearing, what could be addressed at that hearing?

Steve Roelle: I mean it's similar to a lot of, it's published. People will be able to sign in. There will be another similar presentation. I will take anything that comes between now and December 16th and add it to my lengthy presentation here. But addressing all those concerns and the public is heard before the Redevelopment Commission votes on a Confirming Resolution.

Commissioner Saylor: Okay, thank you.

Commissioner Phillippe: So, Commissioners, I'll entertain a vote. And I'm just gonna tell you, can I do that? Tell them where I'm at with my thoughts?

Todd Glass: You might have me read the Resolution into the record and then you could entertain the motion to approve of...

Commissioner Phillippe: Very good.

Todd Glass: Thank you, Mr. President. It's Resolution 2021-17 of the Board of Commissioners of the County of Warrick, Indiana approving certain matters in connection with the approval of the Economic Development Plan for the State Road 61 Economic Development Area. It's a short Resolution, Mr. President.

(Attorney Todd Glass Read the following into the record):

RESOLUTION 2021- 17

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF WARRICK, INDIANA, APPROVING CERTAIN MATTERS IN CONNECTION WITH THE APPROVAL OF THE ECONOMIC DEVELOPMENT PLAN FOR THE STATE ROAD 61 ECONOMIC DEVELOPMENT AREA

WHEREAS, the Warrick County Redevelopment Commission (the "Commission"), the governing body of the Warrick County Department of Redevelopment, on October 14, 2021 approved and adopted its Resolution No. 2021-02 entitled "A DECLARATORY RESOLUTION OF THE WARRICK COUNTY REDEVELOPMENT COMMISSION DESIGNATING AND DECLARING AN AREA IN WARRICK COUNTY AS AN ECONOMIC DEVELOPMENT AREA (STATE ROAD 61 ECONOMIC DEVELOPMENT AREA) AND APPROVING AN ECONOMIC DEVELOPMENT PLAN FOR SUCH AREA" (the "Declaratory Resolution"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Declaratory Resolution adopts and approves an Economic Development Plan, entitled "Economic Development Plan, State Road 61 Economic Development Area, Howard Nevins Corridor" (the "Economic Development Plan"), to establish the State Road 61 Economic Development Area, Howard Nevins Corridor (as defined by the Economic Development Plan), and designate such Area as an "allocation area", as defined by Ind. Code 36-7-14 (the "Act"), and propose certain Projects (as defined by the Economic Development Plan). A copy of the Economic Development Plan is attached hereto as Exhibit B; and

WHEREAS, pursuant to Section 16 of the Act, the Warrick County Area Plan Commission (the "Plan Commission") adopted its Resolution 2021-01 on November 8, 2021 (the "Approving Resolution"), attached as Exhibit C, issuing its written order approving the Declaratory Resolution and Economic Development Plan; and

WHEREAS, the Commission has submitted the Declaratory Resolution, the Economic Development Plan, and the Approving Resolution to this Board of Commissioners for the County of Warrick (the "Board") for its approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, as follows:

1. The Declaratory Resolution of the Commission, adopting and approving the Economic Development Plan, State Road 61 Economic Development Area, Howard Nevins Corridor, is in all respects approved, ratified, and confirmed.
2. The Economic Development Plan, establishing the State Road 61 Economic Development Area, Howard Nevins Corridor, and designating such Area as an "allocation area," and proposing certain Projects, is in all respects approved, ratified, and confirmed.
3. The Approving Resolution, adopted by the Plan Commission approving the Declaratory Resolution and Economic Development Plan, is in all respects approved.

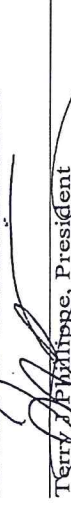

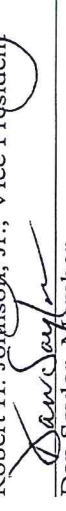
RESOLUTION 2021- 17

4. The Board of Commissioners hereby approves the determination that the State Road 61 Economic Development Area, Howard Nevins Corridor, is an economic development area pursuant to Section 41 of the Act and an "allocation area" pursuant to Sections 39 and 39.3 of the Act.

5. This Resolution shall be in full force and effect from and after its adoption by the Board.

Passed and adopted by the Board of Commissioners of Warrick Count, Indiana, this 22nd day of November, 2021.


WARRICK COUNTY
BOARD OF COMMISSIONERS


Terry Phillippe, President

Robert H. Johnson, Jr., Vice President

Dan Saylor, Member

ATTEST:


Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:


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

Todd Glass: That is the Resolution before the Board.

Commissioner Phillippe: Commissioners?

Commissioner Saylor: You asking for a motion?

Commissioner Phillippe: Yes Sir.

Commissioner Saylor: I make a motion to approve Resolution 2021-17 as presented.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Alright, I appreciate everybody, coming tonight. Everything that was said tonight with the exception of one (1) comment is something I've heard via phone call or email all week. All of my concerns and questions have been answered, so I'm also gonna say I'm in favor of it. Motion carries three, zero (3-0).

Todd Glass: Actually call for a vote.

Commissioner Phillippe: Oh, sorry.

Todd Glass: Yeah, you got one (1) so far.

Commissioner Phillippe: My brain is numb. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you Mr. President.

REMINDER FOR CONSIDERING THE REDISTRICTING OF THE COUNTY COUNCIL AND COUNTY COMMISSIONER DISTRICTS

Todd Glass: Two (2) other things on my agenda, Mr. President. One (1), I would mention that before the Board, here soon is the need for the Board to consider redistricting of the County Council races and/or the County Commissioner Districts. You have a proposal that are in front of you for consideration. What's needed to be done, Mr. President, is a final action needs to be published and notified for either your next meeting or a special meeting between now and December 13th with you can decide on later. Probably a good thing would be to have the ability to show the Districts that you're considering on some audio visual aids and handouts.

Commissioner Phillippe: At said meeting?

Todd Glass: At that meeting, yes. And certainly handouts. It would probably best to have that final action done before the 13th if this Board can do that. And no later than the 13th. So, I just wanted to mention that to the Board that.

Commissioner Phillippe: Very close in my thoughts, so I think we're safe with December 13th.

ECONOMIC DEVELOPMENT DEPARTMENT DIRECTOR EMPLOYMENT AGREEMENT

Todd Glass: And then lastly and just I've been trying to get this in the agenda for several meetings now, but we finally did finalize Economic Development Director Employment Agreement with revisions which has been submitted to you and that is ready and available to be approved by the Board at this time for 2022.

Commissioner Phillippe: Entertain a motion.

Commissioner Saylor: I make a motion to approve the Economic Development Department Director Employment Agreement.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Nothing further, Mr. President.

(Economic Development Department Director Employment Agreement is located on File in the Auditor's Office)

**COUNTY CLERK
UPDATE ON VOTING CENTERS**

Commissioner Phillippe: Very good next order of business is our County Clerk. However, she is not here.

Roger Emmons: Yes, Mr. President. She was, had a family emergency today. She asked me to read a brief public service announcement relative to voting centers and information. I will see to that.

(Roger Emmons read the following statement from the Warrick County Clerk into the record):

I am pleased to update all of you that the Warrick County Election Board has officially completed the requirements for transition to a Vote Center County. The plan required the unanimous vote of all three (3) members of the bipartisan Election Board. This step is a huge accomplishment for Warrick County voters. The plan will save taxpayers money over the long-term, increase voting opportunities, and add the flexibility and convenience voters have come to expect. This plan offers three (3) locations for early voting (Lynnville, Boonville, and Newburgh) and eighteen (18) vote centers throughout the county for Election Day. Warrick County voters will be able to visit any of these locations to vote regardless of where they live. Voters will now be able to vote close to home, close to work, close to the grocery, or even with their parents that may live across town. This Plan brings Warrick County in line with the majority of Indiana Counties who have already transitioned to Vote Centers, including Vanderburgh County. The Election Office is available to answer any questions voters may have regarding this new plan. A full copy of the plan, along with a list and map of all voting locations has been added to the Warrick County Voter Registration website.

Commissioner Phillippe: Thank you, Roger.

Roger Emmons: Thank you.

**COUNTY ENGINEER/HIGHWAY
BRIDGE 298 DECK REHAB – PE/CONSTRUCTION INSPECTION AGREEMENT**

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

Steve Sherwood: Thank you, Mr. President. Steve Sherwood, Assistant Engineer. I'm presenting two (2) items on behalf of Bobby Howard who could not be here this evening. The first that you see before you, and I'll send these pictures down your way, he's asking for approval for Bridge Deck Rehabilitation Contract on Bridge 298. It's an engineer, professional engineer design/construction inspection agreement by Lochmueller. If you see it, that bridge deck it's on Bullocktown Road at the Warrick County line. It's a two hundred thirty (230) foot span. We're having surface deck issues with that particular bridge. As you can see, the deck's in poor condition, but the structure and the beams beneath it is in very good condition. We can save most of the bridge deck by rehabilitation of the deck surface at this time. We're looking to have Spencer County participate in the cost of this. And I believe, Terry, you speak, spoke to one (1) of them Spencer County Commissioners.

Commissioner Phillippe: I have and I just texted him for a third time to see if we can get him to answer.

Steve Sherwood: So we're also, if this is a good move forward, we're looking to submit our share on the next Community Crossing Grant Fund Application. But, just briefly, we're looking at the combination of quarter inch resurfacing milling and hydro-demolition, and then have some full depth patching. Then we'll install about two (2) inch rigid deck overlay to save the existing deck surface. And we'll rework the approaches for about ninety (90) feet on either side. As you can see. We have a contract and the attorney will review this subject to, so if you want to prove this subject to the attorneys review that would be proper. But you're looking at a sixty thousand seven hundred dollar (\$60,700) total engineering agreement for design and construction engineering services that breaks down to forty-three thousand (\$43,000.00) for the bridge deck and design plans. Another fifteen thousand seven hundred (\$15,700.00) for bid documents and service to put this out for bid. And then a two thousand dollar (\$2,000.00) construction service by the engineer to ensure this is built properly. This is what we do recommend, preserve the bridge deck and generally just preserve the bridge in general at this point. We had inspected by a consultant. The annual bridge inspector has agreed with this, this proper thing to do to this bridge that we looked at contract an agreement with Lochmueller Group to have this done locally. So my understanding is, we're paying for all the preliminary services and we're asking Spencer County to contribute to the actual construction cost?

Steve Sherwood: Yes, that's correct.

Commissioner Phillippe: So, we could go ahead and approve this without their answer?

Steve Sherwood: Yes.

Roger Emmons: Will that result in an Interlocal?

Steve Sherwood: It will get to that point right.

Roger Emmons: Right.

Commissioner Johnson: Do we want to approve that before they come to an agreement?

Commissioner Phillippe: Good question. Spend sixty grand (\$60,000.00) on engineering on something that's not going to happen.

Steve Sherwood: Yeah Bobby's opinion is we've got to do something to this bridge with or without. If we get them to participate, that's just an added bonus.

Roger Emmons: I understand they don't have to participate because we maintain...

Steve Sherwood: We maintain the southern bridges approaches. They do not, they do not have to participate, correct. But, we will be asking them to. It's an important bridge for them as it is for us.

Roger Emmons: Yes.

Commissioner Phillippe: I'll entertain a motion.

Steve Sherwood: Bobby says he will have the funds for this in the 2022 budget.

Todd Glass: And, Mr. President, I believe we have reviewed this contract. I am almost certain we have and I can verify that by tomorrow.

Commissioner Saylor: Steve was the total amount of this contract?

Steve Sherwood: For all services mentioned, sixty thousand seven hundred (\$60,700.00), six-'o-seven-zero-zero point zero-zero (\$60,700.00).

Commissioner Saylor: Okay.

Commissioner Phillippe: Have any idea on construction costs?

Steve Sherwood: We don't have a finite number, but it is probably going to be somewhere in the neighborhood of around two hundred (\$200,000.00) to two hundred fifty thousand dollars (\$250,000.00). All that will be determined as part of this contract.

Steve Sherwood: Yes, numbered bridge, capital bridge.

Roger Emmons: Yes.

Steve Sherwood: Two hundred thirty (230) foot three (3) span structure.

Roger Emmons: Yeah, it's a big one (1).

Steve Sherwood: It's a substantial bridge. Cost a lot more than that to rebuild it from scratch.

Roger Emmons: Oh, God, yes.

Commissioner Saylor: So, this is basically a rehab of the bridge.

Steve Sherwood: Yes, at this point before any of the deck reinforcing steel gets corroded any further.

Commissioner Saylor: Which if it does, if it's left undone will have a...

Commissioner Johnson: It's gonna be, it'd be a mess.

Steve Sherwood: Degrade a lot quicker in the condition it's in.

Commissioner Johnson: I make a motion to approve the engineering for the bridge.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Steve Sherwood: Thank you and again it will be subject to final review by the Attorney.

(Bridge 298 PE Services Contract is located on File in the Auditor's Office)

BRIDGE 310 – RIGHT-OF-WAY SERVICES AGREEMENT

Steve Sherwood: The second item he asked me to address is Bridge 310. We have a Right-of-Way Services Agreement again by Lochmueller Group who is the design engineer for that Federal Aid Project. You already have a contract with them for the design for this to move forward. This is for the right-of-way services. As you know, right-of-way will have to be secured to make the final bridge improvements. This will be an INDOT Project using their funds, eighty-twenty (80%-20%). And this is a fee not to exceed thirty thousand dollar (\$30,000.00) contract for them to do that right-of-way services for Bridge 310 which is Myers Road. As you recall that is a historic bridge which we have agreed with SHIPO to relocate to a point in the Friedman Park. That structure will be preserved as part of these funds and then re-erected offsite at Friedman Park so we can replace structure on Myers Road. Again, I would ask your approval subject to the County Attorney's review.

Roger Emmons: And for the audience's information, SHIPO is the State Historic Office...

Steve Sherwood: State Historic...

Roger Emmons: Historic Preservation Office.

Steve Sherwood: Preservation Office. Love these acronyms.

Commissioner Phillippe: I need a motion.

Commissioner Saylor: I make a motion to, to approve the Bridge 310 Right-of-Way Services Agreement.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Steve Sherwood: Thank you. That's all business Mr. Howard asked me to address this evening.

Commissioner Phillippe: Thank you, Steve.

(Bridge 310 Right-of-Way Services are located on File in the Auditor's Office)

RECOMMENDATIONS ON PERSONS OF CONTACT AND COMMITTEES FOR THE ARP FUNDS FOR WARRICK COUNTY

Commissioner Phillippe: Commissioners, any business.

Commissioner Johnson: No, Sir.

Commissioner Saylor: I just want to thank Mr. Roelle for his comments and answering questions. While I did have a few phone calls on that, I directed a couple. I know Glen, Glen had called me and had quite a quite a few questions and rather than give him some wrong answers I directed him to Steve. But, Steve, I appreciate you being available to the public and answer those questions. So, thank you.

Commissioner Phillippe: I think we've got one (1) more thing under my business here last minute, Debbie, with Debbie's help of course.

Debbie Bennett-Stearsman: With everything else going on this evening probably you don't want to listen to what I have to say. When you talk about American Rescue, Debbie Bennett-Stearsman with the County's Grants Department and the County's Administrator of the American Rescue Funds. I'm sure all of you familiar with American Rescue Funds in the disbursement of it, which you're probably not totally familiar with, is the administration of the funds. Making sure there's proper surveying, planning, public input, and implementation of the funds that the County received. In the seven (7) weeks I've been here, I've learned more than probably I want to know about the American Rescue Funds. And I'm like Steve, I could keep going on and on. But, the reason I'm here this evening is earlier in the evening you took two (2) very large steps in making sure your Strategic Implementation Plan was created. One (1) with the app the Action App by Baker Tilly that will be available, hopefully, next week to start the surveying of what projects and the costs that can be spent on the, from the American Rescue Funds. And also, Baker Tilly is going to help with the revenue loss and also be on call at any time that we have questions about the American Rescue Funds and how those funds need to be spent. So, the reason I'm here this evening is in conjunction with Baker Tilly. They have asked for each of those scopes that there be a contact person, one (1) contact person, with the County that they can talk with. One (1) of them, the scope of services was for the not to exceed twenty-five thousand (\$25,000.00) and that one (1) person would be able to collect all of the questions being asked and then get those questions to Baker Tilly and get answers back. And the reason we're filtering it through one (1) person is we have a not to exceed funds. If we let everybody contact, we'll probably exceed that money in about a week. So, my recommendation would be that the County appointed Heather Soberg is that person with, as contact person for that portion of the contract.

Commissioner Phillippe: Just need a consensus or...?

Debbie Bennett-Stearsman: I think John said to get on the record what we're doing, so I think it would be, you want me to read through all of them and then just do one (1) vote?

Todd Glass: All of them?

Debbie Bennett-Stearsman: Well, there's three (3) different categories, six (6), actually, categories.

Roger Emmons: What was this first one (1) again?

Debbie Bennett-Stearsman: The first one (1) is the contact with Baker Tilly for the not to exceed twenty-five thousand dollars (\$25,000.00) as a point of contact with Baker.

Todd Glass: Okay.

Commissioner Phillippe: Establishing point of contacts.

Todd Glass: Consensus is fine.

Commissioner Phillippe: Yeah.

Debbie Bennett-Stearsman: Okay, the second is you need a point of contact for the application once the application is here and getting it out to the different departments where they could go on and fill that out. And I'm going to suggest that you appoint me because I'm the only one (1) so far that's been in the application and then I can work with all the Department Heads as they get into the application for the information. That is as far as Baker Tilly. As far as the American Rescue and the US Treasury, they are asking that the County had a core group of individuals that will be working to sort through all of the projects that will be submitted on the action app. And I have asked these people to serve on that committee at the core group for now: Ron Bacon, Chris Whetstone, Terry Phillippe, Krystal Powless, Roger Emmons, John Goth, and Heather Soberg. That will be the core group. Sherrie Sievers and myself will be assisting. But, we will not be a voting member of the group. And the last thing, Treasury needs you to appoint Account Administrators for the SLSRF Award. As the administrative role maintaining the names and contact information of all the designated individuals dealing with the funding on behalf of the county. And I am suggesting that that be myself, Sherrie Sievers, Heather Soberg, and Krystal Powless. The second is the point of contact for reporting and that's the primary contact for receiving the official Treasury notifications about when the reports are due, if anything is passed due, the requirements coming up, and again I'm putting the same four (4) people, myself, Sherrie Sievers, Heather Soberg, and Krystal Powless as the people for the reporting online with the US Treasury. And the last, the authorized representatives for reporting, actually are the people that will be making sure that people that are reporting do their job. So, I'm suggesting that be the three (3) Commissioners. Did you get all that? Trying to go fast as I could.

Commissioner Phillippe: (Inaudible).

Commissioner Saylor: I ran out of paper to write notes.

Debbie Bennett-Stearsman: I know this is the last thing you wanted to hear I know after all the rest of it. Those have to be established so we can get into the Treasury's website and get started on the Strategic Implementation Plan.

Todd Glass: I suggest a motion approving the recommendation.

Commissioner Saylor: I make a motion to approve Debbie Bennett-Stearsman's recommendations as stated.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Auditor Stevens: Any discussion?

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

Debbie Bennett-Stearsman: Thank you.

Auditor Stevens: I'm sorry, I asked for discussion.

Commissioner Saylor: Oh.

Auditor Stevens: As Fiscal Officer for the County, I am responsible for administration of Federal Grants. So, it's curious to me that we have all the people involved in, you know, the twelve million dollars (\$12,000,000.00) that we'll ultimately receive in Warrick County except the Fiscal Officer who is responsible for reporting to the Federal Government for the Annual Financial Report and also receiving the Federal audit for these funds. It, it just seems like a really interesting combination of people without the Fiscal Officer being involved. I'm just curious about how, it feels like we're back to Cares Act again, where Fiscal Office is being circumvented on a number of things that are important to the reporting.

Commissioner Phillippe: Debbie, I haven't heard a peep from you on ARP Funds since ARP fund were deposited in the bank.

Auditor Stevens: There's...

Commissioner Phillippe: And she has talked to me fifteen (15) times a day. She's become a subject matter expert a matter of week and a half and we know what we're doing. That's my two cents (\$0.02) worth. Anybody else feels the need to comment, I'd welcome any other comments.

Commissioner Saylor: I think she, she's involved anyway, is she's not?

Todd Glass: Yeah, and Debbie can explain that...

Auditor Stevens: I have not had a single conversation with Debbie about any of this. And up to this point, the only money spent was for the Broadband. Of course we all know that.

Commissioner Phillippe: Okay, thanks for everyone's comments. I'll entertain a motion to adjourn.

Commissioner Saylor: I make a motion to adjourn.

Commissioner Johnson: (Inaudible).

Commissioner Phillippe: First and second all in favor.

Commissioner Saylor: Aye.

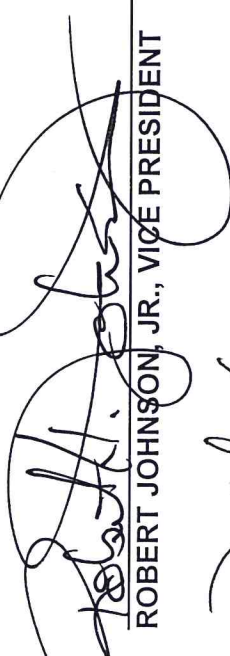
Commissioner Johnson: (Inaudible).

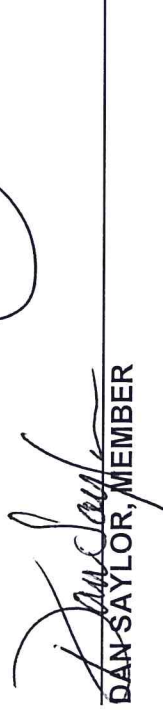
Commissioner Phillippe: Aye. Motion carries three, zero (3-0).

ADJOURNMENT: Meeting adjourned at 5:45 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILLIPPE, PRESIDENT

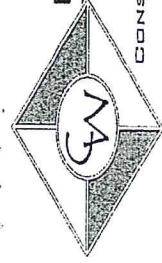

ROBERT JOHNSON, JR., VICE PRESIDENT


DAN SAYLOR, MEMBER

ATTEST

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges



**CASH WAGNER
& ASSOCIATES . PC**
CONSULTING ENGINEERS • LAND SURVEYORS

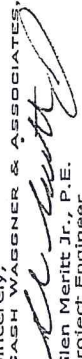
November 3, 2021

Warrick County Area Plan Commission
107 W. Locust Street
Courthouse - Room 201
Boonville, IN 47601

RE: Gateway Place - Section 1
Newburgh, IN
Our Project No.: 17-2961

On behalf of the developers, Robert and Herbert Grimm, we request that the current letter of credit in the amount of \$4,105.00 be extended for one year for Gateway Place - Section 1.

If you have any questions, please do not hesitate to contact me.




Sincerely,
CASH WAGNER & ASSOCIATES, PC

Glen Merritt Jr., P.E.
Project Engineer

Cc: File

FILED
NOV 03 2021
WARRICK COUNTY
AREA PLAN COMMISSION



BOARD OF COMMISSIONERS:

President

Member

Member


ATTEST:


Auditor
Date: 11/23/21

5. **Assignment.** Neither party shall assign or delegate any of its rights or obligations herein without the prior written consent of the other party.

6. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Metzger shall defend, indemnify, and hold harmless the County and its respective employees, officers, and agents from and against all claims, damages, causes of action, losses, and/or expenses, including attorney's fees, to the extent arising out of, or resulting from, the performance of the work that is the subject of this Agreement, provided that any such claimed damage, loss, or destruction of, or injury to, or destruction of, or injury to, or destruction of, (i) attributable to bodily injuries, sickness, disease, death, or to injury to, or destruction of, tangible property, including the loss of use resulting therefrom; and (ii) alleged to have been caused in whole or in part by any negligent act or omission of Metzger, regardless of whether it is also caused, or is alleged to have been caused, in whole or in part by an indemnified party. Metzger acknowledges that such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to any indemnified party or person.

7. **Insurance.** Prior to furnishing the materials and services according to the ITQ and Proposal, Metzger shall furnish the County with satisfactory evidence that it has obtained the insurance herein required as more fully set forth in the ITQ. Metzger shall obtain insurance that will cover the liability of Metzger for all its acts and/or omissions, including those arising out of, or in any connected to, the performance of the work under this Agreement, in and without limitation, Metzger's obligation and duty of indemnity as set out in Section 6, above. Metzger shall also ensure that the County and its employees, officers, and/or agents are listed as additional insureds under said policy or policies and that said insurance is primary and non-contributory. Metzger shall not permit a subcontractor to perform services in fulfillment of any term of this Agreement until the same insurance requirements have been complied with by such subcontractor.

8. **Entire Agreement.** Both parties acknowledge that this Agreement represents the entire understanding and agreement among the parties hereto and with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and may be amended, supplemented, or changed only by an instrument in writing which makes specific reference to this Agreement and which is signed by all of the parties hereto.

9. **Governing Law.** This Agreement is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Both parties acknowledge that the judicial venue over a controversy arising out of this Agreement is Warrick County, Indiana.

10. **Headings.** The section headings are inserted into this Agreement only for convenience and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

11. **Notices.** All notices, elections, requests, demands, and/or other communications required or permitted hereunder shall be given in writing and personally delivered or sent by a

nationally-recognized express courier services offering overnight delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other person or such other address as either party hereto shall have given via written notice to the other):

If to the County:
Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
Attn: Roger Emmons, Administrator

If to Metzger:
Metzger Construction Co., Inc.
355 N. Center Road
Boonville, IN 47601
Attn: Tim Metzger, Vice-President

Either party may change the address to which a notice is to be sent from time to time, upon providing written notice to the other parties hereto as provided above.

12. **Waiver.** Compliance with any provision hereof may be waived, but only in writing by all of the parties hereto. No exercise, or failure to exercise, any right hereunder, and no partial or single exercise, of that or any other right shall be construed to be a waiver of that or any other right, it being understood that all such rights and remedies are cumulative and not exclusive.

13. **Counterparts and Copies.** This Agreement may be executed in counterparts. Both parties acknowledge that paper or electronically transmitted copies of this Agreement are enforceable as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"COUNTY"
WARRICK COUNTY
BOARD OF COMMISSIONERS

Martin Weisheit
Martin Weisheit, President

Dan Saylor
Dan Saylor, Vice President

Robert H. Johnson, Jr.
Robert H. Johnson, Jr., Member

"METZGER"
METZGER CONSTRUCTION CO., INC.

Timothy W. Metzger
Timothy W. Metzger
Vice President

ATTEST:

Deborah Stevens
Deborah Stevens
Warrick County Auditor

Approved by County Board

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

ACKNOWLEDGEMENT of the Renewal of 2019 Bituminous Contract

WHEREAS, Metzger Construction Co., Inc. ("Metzger") and Warrick County, Indiana (the "County") entered into a Bituminous Contract (the "Contract") effective January 14, 2019 through December 31, 2019, attached hereto as Exhibit A;

WHEREAS, in accordance with Ind. Code 5-22-17-4, Metzger and the County renewed the Contract in 2020, and again 2021;

WHEREAS, the current renewal term of the Contract is from January 1, 2021, through December 31, 2021;

WHEREAS, the County desires to renew the Contract once again, pursuant to the terms of the Contract and Ind. Code 5-22-17-4, with the terms of such Contract to be effective January 1, 2022 through December 31, 2022; and

WHEREAS, Metzger is willing to renew the Contract pursuant to its terms.

NOW, THEREFORE, Metzger and the County hereby agree that the Contract, attached hereto as Exhibit A, shall be renewed with and under the same terms and conditions, with such renewal term to be effective January 1, 2022 through December 31, 2022.

Metzger Construction Co., Inc.

By: Timothy W. Metzger

Name: Timothy W. Metzger

Title: President

Date: 11/21/21

Warrick County, Indiana

By: [Signature]

Name: Jerry J Phillippe

Title: President, Board of Commissioners

Date: November 8, 2021



WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44186 (R2/10-09)

Indiana Division of Weights & Measures
46
Madeland Ave., Ste D3, Indianapolis, Indiana 46204
Office: (317) 356-7078 * Fax: (317) 351-2878
WWW.IN.GOV

Inspector: Mike Arnold

Jurisdiction: Warrick

Date: 16-Sep to 15-Oct 2021

Table with columns: INSPECTION ACTIVITIES, Correct, Rejected, Red Tags, TOTAL. Rows include SCALES, CALIBRATIONS AND TESTS, MEASURING DEVICES, and GRAND TOTAL.

NARRATIVE
Tested 4... (Explain Miscellaneous Tests and Activities)
... (Explain Miscellaneous Tests and Activities)
... (Explain Miscellaneous Tests and Activities)

EXTENSION CONTRACTUAL SERVICES AGREEMENT BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF WARRICK COUNTY, INDIANA

This agreement made this first day of January, 2022 by and between the Government of Warrick County of the State of Indiana and the Purdue University, West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:
WHEREAS, the County desires to provide financial support for county extension services of interest specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP AND COMMUNITY DEVELOPMENT, AGRICULTURE AND NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, health and human sciences, youth, and community development; and,
WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and
WHEREAS, the services will be of benefit to the populace of Warrick County and the State of Indiana in the following manner: EXTENSION SERVICE PROGRAMS TO INCLUDE: 4-H YOUTH DEVELOPMENT, LEADERSHIP AND COMMUNITY DEVELOPMENT, AGRICULTURE AND NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,
WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

- NOW THEREFORE, the parties hereto agree as follows:
1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the purpose of providing the services shall be employed by the University and shall not be employed by any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

DocuSign Envelope ID: 1BDE0CAF-92F6-410D-ADB6-B106F0264AEE

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION
The University agrees by the execution of this contract that in regards to its operation in Warrick County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, marital status, sexual orientation, gender identity or expression, genetic information, disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto and 41-F youth development.
 - b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and the regulations promulgated pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY COOPERATIVE EXTENSION SERVICE:

DocuSign Envelope ID: 1BDE0CAF-92F6-410D-ADB6-B106F0264AEE
Signature: Beth Siple
Date: 11/11/2021

Beth Siple
Assistant Director Financial Affairs
A&E Sponsored Program Service

COUNTY GOVERNMENT:

County Government Official
Typed Name: TERRY J. PHILLIPS

DocuSign Envelope ID: 1BDE0CAF-92F6-410D-ADB6-B106F0264AEE
Signature: Jason R. Henderson
Date: 11/11/2021

Jason R. Henderson
Senior Associate Dean and Director of Extension

11-22-21
Date

President, WARRICK CO. Commissioners

DocuSign Envelope ID: 1BDE0CAF-92F6-410D-ADB6-B106F0264AEE

APPENDIX 1

Purdue Extension Contractual Services Agreement in Warrick County

The contractual services agreement between Purdue University and the Government of Warrick County provides financial support for contract development, extension, and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$128,319.00 from Warrick County to Purdue, Purdue Extension will provide Extension services through the Warrick County Extension, including three county educators. These staff will provide local extension services in Warrick County. The county will provide the funding for the Extension staff. The county will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for Extension services is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2022 through December 31, 2022

Total Contractual Services Appropriation for Extension Educators: Amount: \$128,319.00

The County Extension Director will also provide annually a report on Extension services provided in Warrick County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other additional benefits of Purdue University;
- Each year, Purdue University provides funding for training and staff development for each educator to enhance their skills;
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- Through a federally funded grant, a Community Wellness Coordinator will be hired to coordinate the Nutrition Education Program to Warrick County.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

PURDUE UNIVERSITY COOPERATIVE EXTENSION SERVICE:

DocuSign Envelope ID: 1BDE0CAF-92F6-410D-ADB6-B106F0264AEE
Signature: Beth Siple
Date: 11/11/2021

Beth Siple
Assistant Director Financial Affairs
A&E Sponsored Program Service

COUNTY GOVERNMENT:

County Government Official
Typed Name: TERRY J. PHILLIPS

DocuSign Envelope ID: 1BDE0CAF-92F6-410D-ADB6-B106F0264AEE
Signature: Jason R. Henderson
Date: 11/11/2021

Jason R. Henderson
Senior Associate Dean and Director of Extension

11-22-21
Date

President, WARRICK CO. Commissioners

RE: American Rescue Plan Services – ARP ACTION Application
DATE: November 17, 2021
This Scope Appendix is attached by reference to the above named engagement letter (the "Engagement Letter") between Warrick County Board of Commissioners (the "County") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE APPENDIX to Engagement Letter dated November 17, 2021 between Warrick County Board of Commissioners and Baker Tilly US, LLP

SCOPE OF WORK
Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:
You have requested that we assist you in surveying community leaders (department heads, elected officials, non-profit leaders, etc.) to determine the need for a Community Wellness Coordinator. The American Rescue Plan (ARP) funds (FRF) awarded through the American Rescue Plan (ARP) legislation. To the extent you have received, and/or anticipate receiving an FRF allocation, we will assist you in determining the amount of your FRF funds that can be allocated to the replacement of revenue loss, if you do not know how much of your FRF funds can be allocated to assist in the calculation.

Prior to the commencement of the aforementioned survey, you will provide and we will review the documentation necessary to establish and support your survey process including, but not limited to:
Lost revenue calculation; To the extent you expect to dedicate a portion of your FRF allocation to replace revenues lost during the COVID-19 pandemic, we will assist you in determining the amount of your FRF funds that can be allocated to the replacement of revenue loss, if you do not know how much of your FRF funds can be allocated to assist in the calculation.

Listing or number of qualified census tracts; To the extent you expect to dedicate a portion of your FRF allocation to replace revenues lost during the COVID-19 pandemic, we will assist you in determining the amount of your FRF funds that can be allocated to the replacement of revenue loss, if you do not know how much of your FRF funds can be allocated to assist in the calculation.

Project Deliverables/Activities
During project execution, we will maintain regular communication with you and your staff to ensure that the survey process is on track and to address any issues that arise. We will also provide you with a final report detailing the results of the survey and any recommendations we may have.

Upon completion of the survey, we will provide you with a final report detailing the results of the survey and any recommendations we may have. We will also provide you with a final report detailing the results of the survey and any recommendations we may have.

Access to the survey data; We will provide you with access to the survey data for a period of 90 days following the completion of the survey. You may choose to add additional participants pursuant to an addendum to this engagement letter. (Figure 5)

SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP

Figure 1:

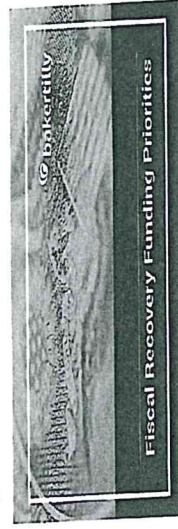


Figure 2:



(Comp#V20201214)

Page SA 2 | 4

SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP

Figure 3:



If this is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Should Client have an additional application or report requirements, both parties could extend the agreement by an agreed upon amount in a subsequent engagement for additional time as needed.

Compensation and Invoicing

BTMA's fees for services set forth in the Scope Appendix will be Fifteen Thousand Dollars (\$15,000). The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for travel and other expenses detailed on a separate line item. No such expenses will be incurred without the prior authorization of the Client.

Nonaudit Services

As part of this engagement, we will perform certain nonaudit services. For purposes of the Engagement Letter, the term "nonaudit services" includes services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonaudit services we provide.

In connection with our performance of any nonaudit services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.



(Comp#V20201214)

Page SA 3 | 4

SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP

- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonaudit services we perform.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonaudit function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done under this Scope Appendix. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Matthew R. Eckerle, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name:

Philip J. Phillips

Title:

President, Warrick Co. Commissioners

Date:

November 22, 2021



(Comp#V20201214)

Page SA 4 | 4



Non-Discrimination
Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate in hiring, promotion, or other personnel actions on the basis of race, ethnicity, sex, age, religion, national origin, ancestry, marital status, or any other characteristic protected by applicable law. Baker Tilly shall not discriminate on the basis of race, ethnicity, sex, age, religion, national origin, ancestry, marital status, or any other characteristic protected by applicable law. Baker Tilly shall not discriminate on the basis of race, ethnicity, sex, age, religion, national origin, ancestry, marital status, or any other characteristic protected by applicable law. Baker Tilly shall not discriminate on the basis of race, ethnicity, sex, age, religion, national origin, ancestry, marital status, or any other characteristic protected by applicable law.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4-7, I.C. 24-6-1-2, or I.C. 24-6-1-4 in the previous three hundred sixty-five (365) days, 4-7 for the duration of the Engagement Letter, even if I.C. 24-4-7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly, has not violated the terms of I.C. 24-4-7 in the previous three hundred sixty-five (365) days, 4-7 for the duration of the Engagement Letter, even if I.C. 24-4-7 is preempted by federal law.

Anti-Nepotism
The Firm is aware of the provisions under IC 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to the services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the legal process is sought, Baker Tilly will cooperate in such a request, at such a time and expense, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Substantially all of the business or assets of such party by way of merger, consolidation, or other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such transaction, shall be deemed to be an assignment of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid, unenforceable, or otherwise unenforceable under applicable law, the remainder of this Engagement Letter shall survive and be enforceable. The parties shall be deemed to have agreed to the provisions of this Engagement Letter or statement of work which do not contain the particular provisions held to be invalid, unenforceable, or otherwise unenforceable. The parties agree that the provisions of this Engagement Letter, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the State of Indiana, Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Warrick County Board of Commissioners Engagement Letter, dated November 17, 2021

Page 4 of 7



Termination
Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On the date of termination, the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally, and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the entire agreement between the Client and Baker Tilly. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendixes executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,


Matthew R. Eckerle, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: Terrell Phillips
Title: President, Warrick Co. Commissioners
Date: November 22, 2021

Warrick County Board of Commissioners Engagement Letter, dated November 17, 2021

Page 6 of 7

**Attachment A
Important Disclosures**

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member of Baker Tilly International is an independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent. Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited. Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and provide municipal advisory services to the Client in connection with the offering of securities. Baker Tilly may utilize BTIS relative to Client's investments. The fees paid with respect to such services will be determined in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure document, and by ensuring BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital raising, project finance and corporate finance advisory services. BTC is a member firm of the Client. The services provided to the Client by Baker Tilly Capital, LLC ("BTC") are provided to the Client by BTC and would be done under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act of 1934 and is a subsidiary of Baker Tilly International. BTMA is a member of the Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain municipal advisory services may be provided by Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Warrick County Board of Commissioners Engagement Letter, dated November 17, 2021 (Attachment A)

Page 6 of 7

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal convictions, disciplinary actions, arbitrations and civil litigation involving BTMA, pursuant to MSRB Rule G-42. BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

The Client is advised that BTMA may be involved in investigations, arbitrations, judgments, liens, civil litigation, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page (<http://www.sec.gov/edgar/search.asp>). The Client is advised that BTMA is currently searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001816998. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that contains appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction, and partially contingent on the successful closing of the transaction. Although this form of compensation may be more advantageous to the Client, there are certain circumstances in which this arrangement may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation is applicable to this Engagement Letter because BTMA will not have a minimum commitment to the Client for the services to be provided. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to perform more work than originally contemplated. Baker Tilly may suffer loss of alternative opportunities if the transaction requires more work than originally contemplated. Baker Tilly may also be limited in its ability to accept other engagements if the transaction requires more work than originally contemplated.

BTMA may be involved in investigations, arbitrations, judgments, liens, civil litigation, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page (<http://www.sec.gov/edgar/search.asp>). The Client is advised that BTMA is currently searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001816998. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that contains appropriate regulatory authority.

Warrick County Board of Commissioners Engagement Letter, dated November 17, 2021 (Attachment A)

Page 7 of 7

SCOPE APPENDIX to Engagement Letter dated: November 17, 2021 Between Warrick County Board of Commissioners and Baker Tilly US, LLP

RE: Proposed Consulting Services Related to the American Rescue Plan ("ARP")

DATE: November 17, 2021

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between Warrick County Board of Commissioners (the "Client") and Baker Tilly US, LLP and related to services to be provided by Baker Tilly US, LLP ("Baker Tilly" or the "firm").

SCOPE OF WORK

Baker Tilly will perform the following services:

- A. Fiscal Recovery Fund of the American Rescue Plan ("FRF") Program Support**
 - 1. Assist Client in preparation to receive and effectively deploy the allocated FRF.
 - 2. Develop clear understanding of eligible uses and limitations of the FRF.
 - 3. Assist Client to systematically assemble community priorities including computation of lost revenues.
 - 4. Assist Client with cash flow management plan.
 - 5. Assist Client to develop and communicate a strategy to match community priorities to available funding.
 - 6. Assist Client to prepare budgets and appropriations of FRF.
 - 7. Assist Client to develop a plan for transparency and stakeholder inclusion.
 - 8. Support Client with accounting and reporting compliance matters.
 - 9. Attend meetings with Client and stakeholders (as needed).
- B. Other Elements of American Rescue Plan and Other Potential State and/or Federal Funding**
 - 1. Assist Client to evaluate and pursue additional and/or competitive funding included in the ARP.
 - 2. Assist Client to coordinate additional and/or competitive funding with FRF to achieve strategic objectives.
 - 3. Assist Client to establish procedures, mechanisms, and administration for fund distribution to business and/or individuals.
 - 4. Assist Client to develop programs for pass through funding opportunities.



(Scopev20201214)

Page SA 1 | 4

SCOPE APPENDIX to Engagement Letter dated: November 17, 2021 Between Warrick County Board of Commissioners and Baker Tilly US, LLP

- 5. Monitor and communicate updates on potential funding from the State and Federal agencies.
- 6. Update reports, strategies and communication as circumstances dictate.
- 7. Consult with Client regarding process for Single Audit (if necessary).



(Scopev20201214)

Page SA 2 | 4

SCOPE APPENDIX to Engagement Letter dated 9/17/2021 Between Warrick County Board of Commissioners and Baker Tilly US, LLP

Compensation and Invoicing

The Firm's fees for services set forth in the Scope Appendix will be billed at the Firm's billing rates based upon the actual time spent and will not exceed Twenty-Five Thousand Dollars (\$25,000) without further authorization from the Client.

Hourly Rates by Job Classification		9/17/2021	
Partners / Principals / Directors	\$320.00	to	\$525.00
Senior Managers / Managers	\$205.00	to	\$315.00
Senior Consultants / Senior Financial Analysts	\$165.00	to	\$200.00
Consultants / Financial Analysts	\$140.00	to	\$160.00
Support Personnel	\$100.00	to	\$150.00
Interns			\$110.00

Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above fees shall include all expenses incurred by the Firm with the exception of expenses incurred for travel and other expenses not included on a separate line item. No such expenses will be incurred without the prior authorization of the Client.

Nonattest Services. As part of this engagement, the Firm will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

The Firm will not perform any management functions or make management decisions on the Client's behalf with respect to any nonattest services the Firm provides.

- In connection with performance of any nonattest services by the Firm, Client agrees that Client will:
 - ▶ Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted.
 - ▶ Retain ultimate responsibility and control over the Firm's performance and/or experience, preferably within senior management, to oversee the services the Firm performs.
 - ▶ Evaluate the adequacy and results of the nonattest services the Firm performs.
 - ▶ Accept responsibility for the results of the Firm's nonattest services.
 - ▶ Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



(ScopeV20201214)

Page SA 3 | 4

SCOPE APPENDIX to Engagement Letter dated 9/17/2021 Between Warrick County Board of Commissioners and Baker Tilly US, LLP

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be a continuing disclosure engagement, (Sub-engagements), as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating this Scope Appendix. The Firm shall be paid for all Sub-engagements performed by the Client and Baker Tilly, the scope of services provided in a Sub-engagement agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Matthew R. Eckertle

Matthew R. Eckertle, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: Terry J. Philippe (Terry J Philippe)
Title: President, Warrick Co. Commissioners
Date: November 22, 2021



(ScopeV20201214)

Page SA 4 | 4

WARRICK COUNTY 2022-AGGREGATE CONTRACT

THIS CONTRACT FOR AGGREGATE MATERIALS (this "Agreement"), entered into by and between the Board of Commissioners of Warrick County (the "County"), the executive governing body of Warrick County, Indiana, having offices located at 107 W. Locust Street, Suite 301, Boonville, Indiana, and Mulzer Crushed Stone, Inc. ("Mulzer"), a contractor, having offices located at 534 Mozart Street, Tell City, Indiana.

WITNESSETH THAT:

WHEREAS, the County desires to contract with a vendor for the supply of aggregate materials available to be purchased by the County; and
WHEREAS, Mulzer is a "single source of supply" of aggregate materials available for purchase by the County, pursuant to Ind. Code 5-22-10-13; and
WHEREAS, the County, at its regularly scheduled meeting on November 22, 2021, voted to accept Mulzer's most recent proposal of aggregate materials available for purchase by the County (the "Proposal"), a copy of which is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and Mulzer agree as follows:

1. **Scope of Work.** Mulzer shall furnish aggregate materials to the County as proposed by the terms in Exhibit A.
2. **Term.** The term of this Agreement shall be January 1, 2022, through December 31, 2022.
3. **Relationship of Parties.** Mulzer acknowledges that it has entered into this Agreement as an Independent Contractor of the County and shall not represent itself, or permit any of its employees to represent themselves, in any manner to any third party as a representative or authorized agent of the County. Mulzer shall neither be considered an employee of the County nor entitled to any benefits normally provided to an employee of the County. No liability of any nature shall attach to the County by reason of any claim which Mulzer may have against any other subcontractor or other parties arising out of the performance of this Agreement.
4. **Entire Agreement.** Both parties acknowledge that this Agreement represents the entire understanding and agreement among the parties hereto and with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and may be amended, supplemented, or changed only by an instrument in writing which makes specific reference to this Agreement and which is signed by all of the parties hereto. Neither party shall assign or delegate any of its rights or obligations herein without the prior written consent of the other party.

5. **Governing Law.** This Agreement is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Both parties acknowledge that the judicial venue over a controversy arising out of this Agreement is Warrick County, Indiana.

6. **Notices.** All notices, elections, requests, demands, and/or other communications required or permitted hereunder shall be given in writing and personally delivered or sent by a nationally-recognized express courier services offering overnight delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other person or such other address as either party hereto shall have given via written notice to the other):

If to the County:

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601

If to Mulzer:

Mulzer Crushed Stone., Inc.
534 Mozart Street
P.O. Box 249
Tell City, IN 47586

Either party may change the address to which a notice is to be sent from time to time, upon providing written notice to the other parties hereto as provided above.

7. **Waiver.** Compliance with any provision hereof may be waived, but only in writing by all of the parties hereto. No exercise, or failure to exercise, any right hereunder, and no partial or single exercise, of that or any other right shall be construed to be a waiver of that or any other right, it being understood that all such rights and remedies are cumulative and not exclusive.

8. **Counterparts and Copies.** This Agreement may be executed in counterparts. Both parties acknowledge that paper or electronically transmitted copies of this Agreement are enforceable as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"COUNTY"
WARRICK COUNTY
BOARD OF COMMISSIONERS


Terry J. Phillippe, President Date: 11-22-21


Robert H. Robinson, Jr.
Vice President Date: 11-22-21


Dan Saylor, Member Date: 11-22-21

"MULZER"
MULZER CRUSHED STONE, INC.


Kevin A. Kain Date: 11/23/21

EXHIBIT A
Mulzer Crushed Stone, Inc., Proposal

Please see attached.



534 Mozart Street • P.O. Box 249 • Tell City, Indiana 47586-0249
 Office Fax: 812.547.7921
 www.mulzer.com

November 15, 2021

Warrick County Highway Dept.
 Attn.: Sherrie Sievers Purchasing Manager
 555 Roth Road
 Boonville, IN 47601

Listed below are your prices that will become effective January 1, 2022.

	<u>F.O.B. Date</u>	<u>F.O.B. Newburgh</u>	<u>F.O.B. Rockport</u>
Stone #53, 73	\$19.20	\$17.55	\$17.55
Stone #1, 2, 4, 5, 7	\$20.50	\$18.20	\$18.70
Stone #8	\$21.05	\$18.90	\$19.50
Stone #9	\$21.90	\$19.90	\$20.05
Stone #11	\$22.40	\$20.80	\$21.05
Stone #12	\$23.30	\$21.75	\$22.05
Rip Rap, 12" Top Size Max	\$23.10	\$22.20	\$23.55
Rip Rap, 12" - 18"	N/A	\$23.25	\$24.15
Fill Sand	\$15.70	\$11.60	\$11.95



534 Mozart Street • P.O. Box 249 • Tell City, Indiana 47586-0249
 Office Fax: 812.547.7921
 www.mulzer.com

Addendum 1

Delivery pricing by township (per ton):

<u>Township</u>	<u>Newburgh</u>	<u>Rockport</u>
Campbell	4.75	NA
E Ohio	5.25	NA
Skelton	6.20	6.20
Anderson	5.90	5.90
Boon	5.90	5.90
Greer	5.90	NA
Owen	6.20	6.20
Hart	6.20	NA
Pigeon	NA	6.20

All pricing is FOB Mulzer Location unless otherwise stated.

You have been quoted a preferred discount status on your price schedule. This discount is based on your good credit and our experience with your account. Terms are payment in full by the 20th of the month following invoice date.

We sincerely appreciate your business. Good luck and have a prosperous 2022!

Sincerely,
 Mulzer Crushed Stone

Kevin Kain
 Sales Representative