

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**

**REGULAR SESSION  
COMMISSIONERS MEETING ROOM**

107 W. Locust Street, Suite 303

Boonville, Indiana

December 14, 2020

4:00 P.M.

The Warrick County Commissioners met in regular session with Dan Saylor, President and Terry Phillippe, Member. Robert Johnson, Vice President, was not present for this meeting.

Attorney Todd Glass and Administrator Roger Emmons were in attendance.

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

President Dan Saylor called the meeting to order at 4:00 PM.

**PLEDGE OF ALLEGIANCE**

**Commissioner Saylor:** Thank you. You may be seated.

**Roger Emmons:** Thank you, Sheriff.

**Commissioner Saylor:** Boy, we have a house-full tonight. Welcome everyone. First item on the agenda, we're going to switch it up just a little bit. Our Sheriff has a prior engagement, so, Sheriff, if you'd like to address the Board.

**COUNTY SHERIFF  
REQUEST TO TRANSFER VEHICLE FROM SHERIFF'S OFFICE TO COURT SERVICES**

**Sheriff Wilder:** I guess I can speak from here?

**Commissioner Saylor:** Yes.

**Sheriff Wilder:** I just have the, first of all is that vehicle. I don't have it right here.

**Roger Emmons:** I've got it.

**Sheriff Wilder:** The VIN number there, we're wanting to transfer that over to Drug Court Services. It's a vehicle that we normally would sell and get some money, obviously, but if we can help out another County Department and they're in need of a car. And we spoke and Chris Wagner came over and checked the car out and definitely accepted it. If you would transfer it over to there.

**Commissioner Saylor:** Good.

**Roger Emmons:** And for the record, this is a 2008 gold Ford Taurus. The last six (6) digits of the vehicle identification number are one-four-one-zero-eight-nine (141089). And I've got the full VIN number and Kristine has that. (VIN: 1FAHP24W88G141089).

**Commissioner Saylor:** Sheriff, how many miles are on the car, just for...?

**Sheriff Wilder:** There's a lot. A hundred...I don't know if it's on there or not. There's over a hundred thirty thousand (130,000) miles. But, it's still a pretty good car, cause it was not a motor patrol car. It was a Detective's car, an Administrator's car. So, it's not been driven as rough as maybe, say a patrol car.

**Commissioner Saylor:** I just, I knew it had a lot of miles on it. Couldn't remember how many. But, that just goes to show you, we get our money's worth out of our vehicles. So, thank you very much. Do we have a motion?

**Commissioner Phillippe:** Make a motion to approve the transfer.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**DISCUSS QUOTES FOR ADDITIONAL STORAGE FOR SHERIFF'S SERVERS**

**Roger Emmons:** And the other one (1) that he has, has to do with storage quotes that his IT person, Sherry Williams sent to Sheriff Wilder. It's for storage expansion options. Option 1, adding more RAM and hard drive to their current Cisco servers and back-up server located at the Judicial Center. She says we'll reorganize the current eight (8) virtual machines to run on two (2) host machines. This option will give us one point two (1.2), I guess it's terabytes, TB, additional storage space for data and future server growth. That quote is sixteen thousand two hundred seventy-six dollars and thirty-eight cents (\$16,276.38). However, the ones you would like to get...

**Sheriff Wilder:** Well, I can stop, I can stop Roger right there.

**Roger Emmons:** Okay.

**Sheriff Wilder:** The other one's much more expensive, but since I sent that email, we've been over to Vanderburgh County and sat through the newest and greatest things that may be coming down the road. I think the cheapest option

is what's best for us right now, because it looks like in the future, Vanderburgh County's Sheriff's Office and Evansville Police Department, hopefully us at the same time, probably make a transition to some different software in the next two (2) to three (3) years. So, I do think we need this back up storage, but I think we stay with the cheapest option at this time cause we may be changing our software provider in the future. I know Vanderburgh County and EPD will. So, we kind of want to stay with them. We've had great success being on the same software that they do in our reporting system. So, my recommendation is, if you would, to give us the cheaper version of the backup storage that we need.

**Commissioner Saylor:** You just want to give us a price for that second version just to show that he...?

**Roger Emmons:** Yeah, it's four (4) times as much. It's sixty-four thousand two hundred sixty-nine dollars and four cents (\$64,269.04).

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** So, I make a motion to approve Option 1 per the Sheriff's recommendations.

**Commissioner Saylor:** And I'll second that motion. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0) for Option 1.

*(Keller Schroeder Expansion Quote is located on Pages 30 through 31 of these Official Minutes)*

**RAPID COVID TESTING FOR SHERIFF'S DEPARTMENT**

**Sheriff Wilder:** Last thing I have is not on the agenda. Just kind of want to make you guys aware, I did in the Council meeting also, but the Sheriff's Office now, we've signed up with the State. We're participating in BinaxNOW, I believe is it's called, rapid testing where we can give that to our employees and our inmates. It's a fifteen (15) minute rapid test to, for COVID-19. So, we've used it a few times on employees only and, you know, so, it's a great tool for us to have as a resource for what we do and keeping people, you know, trying to contract... close contact, stuff like that. And also try to keep it out of our Jail System. So, kind of a little update on that.

**Commissioner Saylor:** Good deal.

**Sheriff Wilder:** That's all I have.

**Commissioner Saylor:** Thank you, Sheriff.

**Sheriff Wilder:** Thank you.

**RECESSING THE COMMISSIONERS MEETING FOR THE PUBLIC HEARING**

**Commissioner Saylor:** Alright, so back on the original agenda. We'll go with the APC and so, I think we need to, we need to start with the Public Hearing.

**Katelyn Kron:** Um hum.

**Commissioner Saylor:** So, I need to recess the Commissioner's meeting. Need a motion to recess and open the Public Hearing.

**Commissioner Phillippe:** I'll make the motion.

**Commissioner Saylor:** I second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**PUBLIC HEARING**

**IN THE MATTER OF THE PETITION FOR VACATION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION ON LOTS 1 AND 2 IN SPRING LAKE SUBDIVISION**

**Commissioner Saylor:** So, now we are at the Public Hearing. So, you're on.

**Katelyn Kron:** Okay, we have a Vacation of an existing twelve (12) foot Public Utility and Drainage Easement located in between Lot 1 and 2 in Spring Lake Subdivision. They did send notice out and we have all the return receipts of the notice to the adjacent property owners and proof of publication. The Drainage Board gave their approval today and we have all the letters from the utilities stating there is no objection.

**Commissioner Saylor:** Okay. Go ahead and state your name for the record.

**Chad Wagner:** Chad Wagner, Professional Land Surveyor on this project. As I mentioned before, this is a twelve (12) foot public utility easement, six (6) feet either side of the lot line, dividing Lots 1 and 2 in Spring Lake Subdivision. The desire is to build a home across that lot line and therefore across the easement. There's nothing inside the easement at this time and that's, that's the reason why we're petitioning to vacate the easement.

**Commissioner Saylor:** Okay. Anyone in the audience to speak for or against this? No, okay. Commissioner Phillippe you have anything?

**Commissioner Saylor:** So, with that, I guess I'll ask for a motion to close the Public Hearing and reconvene the Commissioner meeting.

**Commissioner Phillippe:** I will make the motion.

**Commissioner Saylor:** And I second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**ACTION ON THE PUBLIC HEARING  
IN THE MATTER OF THE PETITION FOR VACATION OF A  
PUBLIC UTILITY AND DRAINAGE EASEMENT  
VACATION ON LOTS 1 AND 2 IN SPRING LAKE SUBDIVISION  
ORDINANCE 2020-29**

**Commissioner Saylor:** So, now, Action on the Public Hearing, we are at.

**Kristine Georges:** The Ordinance number would be 2020-28, excuse me, 29.

**Commissioner Saylor:** '29?

**Kristine Georges:** '29, yes.

**Commissioner Saylor:** Okay, so, I need a motion on the Action on the Public Hearing in the Matter of Vacation of the Public Utility and Drainage Vacation on Lot 1 and 2 on Spring Lake Sub., Ordinance 2020-29.

**Commissioner Phillippe:** Make a motion to approve Ordinance 2020-29.

**Commissioner Saylor:** And I second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Chad Wagner:** Thank you.

**Commissioner Saylor:** Thank you.

*(Ordinance 2020-29 is located on Page 32 of these Official Minutes)*

**AREA PLAN COMMISSION  
REQUEST TO REZONE  
ORDINANCE 2020-30 – PC-R-20-15**

**Commissioner Saylor:** Alright, you ready?

**Katelyn Kron:** Alright, the next thing we have, we have three (3) requests to rezone. The first one (1) is PC-R-20-15. The petition/owner is Stratman Family Properties, LLC, by John Stratman, Managing Member. The owners are Nicholas J. and Marla M. Stratman and E. Lynn and Janet D. Johnson. It is to rezone six hundred five point eight-two-five (605.825) acres located on the east side of Asbury Cemetery Road, zero (0) feet northeast of the intersection formed by Ayrshire Road and Asbury Cemetery Road from an A, Agricultural Zoning District to an R-1D/PUD, Single Family Planned Unit Development Zoning District, Campbell Township. We have the complete legal on file and it was advertised in the Standard on October 29, 2020. The Area Plan Commission gave a unanimous positive recommendation on November 9, 2020.

**Commissioner Saylor:** Good. State your name for the record.

**Scott Buedel:** Scott Buedel with Cash Waggner and Associates.

**Commissioner Saylor:** Hi, Scott. Commissioner Phillippe, you have any questions on this?

**Commissioner Phillippe:** I do not.

**Commissioner Saylor:** Does anybody in the audience here to speak against this request? No? Let the record show there are none. With that, you know, we've heard about this, I mean I'm familiar with it. So, Scott, I mean, you have anything to add to this that wasn't, you have anything to add to it?

**Scott Buedel:** No, I mean, the whole purpose was, I think, to keep the road private. So, that instigated the rezoning and the PUD. And John Stratman is here if you did have any questions.

**Commissioner Saylor:** Yep. I don't. Do you?

**Commissioner Phillippe:** No.

**Commissioner Saylor:** So, I'll take a motion.

**Commissioner Phillippe:** Make a motion to approve PC-R-20-15.

**Kristine Georges:** This would also be Ordinance 2020-31, 30, excuse me. I need to quit looking at this wrong. Sorry.

**Commissioner Saylor:** '30.

**Commissioner Phillippe:** 2020-30.

**Commissioner Saylor:** '30, okay. So, Commissioner Phillippe made the motion. And I will second for Ordinance 2020-30. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Scott Buedel:** Thank you.

**Commissioner Saylor:** Thank you.

*(Ordinance 2020-30 is located on Pages 32 through 34 of these Official Minutes)*

**PC-R-20-16  
ORDINANCE 2020-31**

**Katelyn Kron:** Our next one is PC-R-20-16, Petitioner Midwest Contracting, Inc., by Tim Cook, President. The owner is Cardinal Crossing, LLC, by Brad Fulkerson, Member. To rezone five point eight-seven (5.87) acres located on the south side of High Pointe Drive approximately thirteen hundred feet (1,300) west of the intersection formed by High Pointe Drive and Bell Road. From C-4, General Commercial Zoning District to C-4/PUD, General Commercial Planned Unit Development Zoning District, Ohio Township. It was advertised in the Standard October 29, 2020. And Area Plan Commission gave a positive recommendation with a six (6) to one (1) vote on November 9, 2020.

**Commissioner Saylor:** Go ahead and state your name for the record.

**Jeremy Elrod:** Jeremy Elrod, Morley, Project Engineer.

**Commissioner Saylor:** Well, Jeremy, you've been up here to talk about this before. Just approving this for the PUD?

**Jeremy Elrod:** Correct, yeah. We were here for street approval, which we have private streets. I think we worked through that last time we were here. So, I can talk more about it or any questions you have. I think we also have Jeff Troxel with Cardinal Crossing and Tim Cook with Midwest Contracting. They can answer any questions as well.

**Commissioner Phillippe:** I think I've heard about it a few times now. So, I'm good.

**Commissioner Saylor:** Yeah, the only thing, the only thing that I have, so, the owner of this property, do, they do not own anything up there along the highway, right?

**Jeremy Elrod:** Along (Hwy) 66?

**Commissioner Saylor:** '66, yeah.

**Jeremy Elrod:** Actually a portion of this property, I guess, no, technically, I think. I don't have a plat with me. But, I guess the new Popeye's has kind of a flag lot that reaches down there. This, part of this replat does project into the lake. They did own the property...

**Jeff Troxel:** We never did.

**Jeremy Elrod:** You never did? Okay. So, no, they don't own the, I guess the strip of land you see south of the, of the existing basin to (Hwy) 66. No.

**Commissioner Saylor:** The only issue I have with that whole property, it took me two (2) or three (3) years to get that property cleaned all along that ditch and the tax payers paid about thirteen thousand dollars (\$13,000.00) to get it. Starting to grow up again. Some of it's landowners. But, we're going to have letters sent to. Some of it's State. And so, you know, that's the gateway to, to Newburgh and Warrick County. I would just really love to see that area maintained better. And I know there's a sewer project going in right there and it's a mess.

**Jeff Troxel:** We would too. We...

**Commissioner Saylor:** Go ahead and state your name for the record.

**Jeff Troxel:** Jeff Troxel with Cardinal Crossing. We definitely want that ditch all cleaned up as well. Because it's a detraction for the community anyways.

**Commissioner Saylor:** Well, it grows up too much you can't see the businesses there.

**Jeff Troxel:** That's right. And Popeye's owns all that strip right through there, so, and then State, there's the State-owned.

**Commissioner Saylor:** Well, I can tell you this, if it's not cleaned, it's not, if it's not maintained next year after this, you guys are going to have a Commissioner knocking at your door.

**Jeff Troxel:** I love it.

**Jeff Troxel:** It's, it's not our property.

**Commissioner Saylor:** I, I know.

**Jeff Troxel:** We've sent them letters. We've sent Popeye's letters. We try to get all that cleaned up too, the State. We're trying to address it. So, we'll knock on doors with you.

**Commissioner Saylor:** Well, I'm going to be knocking on doors, I can tell you that.

**Jeff Troxel:** I'm with you.

**Commissioner Saylor:** Thank you.

**Jeff Troxel:** You're welcome.

**Commissioner Saylor:** So, with that...

**Kristine Georges:** Ordinance would be '31.

**Commissioner Saylor:** '31, Commissioner, do I have a motion?

**Roger Emmons:** Did you ask for remonstrators?

**Commissioner Saylor:** Anybody here to speak for or against this? That being said, show there are none. So, Commissioner Phillippe?

**Commissioner Phillippe:** Make a motion to approve Ordinance 2020-31.

**Commissioner Saylor:** Have a motion, so, a first and I will second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carried two, zero (2-0). Thank you.

**Jeremy Elrod:** Thank you.

**Jeff Troxel:** Thank you.

*(Ordinance 2020-31 is located on Page 34 of these Official Minutes)*

**PC-R-20-17  
ORDINANCE 2020-32**

**Katelyn Kron:** Okay. Our next one (1) is PC-R-20-17. The petitioner/owner is SPM Development, Inc., by Phil Reinbrecht. He's the President and CO. To rezone five point eight-seven (5.87) acres located on the north side of Sharon Road. Approximately, three hundred thirty feet (330) west of the intersection formed by Jefferies Lane and Sharon Road from an A, Agricultural Zoning District to and R-1, One (1) Family Dwelling Zoning District, Ohio Township, 35-6-9. We have the complete legal on file and it was advertised in the Standard October 29, 2020. The Area Plan Commission gave a positive recommendation with a six (6) to one (1) vote on November 9, 2020.

**Commissioner Saylor:** Go ahead and state your name for the record.

**Scott Buedel:** Scott Buedel with Cash Waggner and Associates.

**Commissioner Saylor:** Hi, Scott.

**Phil Reinbrecht:** Phil Reinbrecht.

**Commissioner Saylor:** Hi, Phil. Commissioner Phillippe, we have any questions on this?

**Commissioner Phillippe:** I don't think I have any questions. If you could just give me a brief description of the project. I'm not remembering this one (1).

**Scott Buedel:** Actually, the acreage, I think you stated, was a little bit off. It should be nine point three-one-one (9.311) acres on the north side of Sharon Road. This is west of Jefferies Lane and Riceland Drive.

**Commissioner Saylor:** Huh?

**Commissioner Phillippe:** The one (1) we just did in Storm Water?

**Scott Buedel:** Yes.

**Commissioner Saylor:** Yes.

**Commissioner Phillippe:** Okay.

**Scott Buedel:** Yes, okay. So, anyway, it's, it's an existing house right now. It's dilapidated. Something needs to be done with the house and it has a pole barn on the property. This is basically surrounded entirely by R1 property. There are a couple Ag properties that are still remaining that are east and south of Sharon Road. But, those are actually, at least the one (1) south of Sharon are in the town limits of Newburgh. So, pretty well everything except one (1) property to the east of us is zoned R-1 around us. The layout of the subdivision is relatively simple. It's a straight cul-de-sac

coming in with no inner-connects to the adjoining properties. There's a subdivision to the west of us that has a cul-de-sac that kind of swings around and ties into our west property line. And I think it was always intended from the beginning that it would be interconnected with this property. But, as soon as we had started doing layouts on this and getting it ready to be submitted to Planning Commission, one (1) of the neighboring property owners, Virgil Miller, and I think he spoke earlier today, had contacted Phil and asked them not to have an inner-connect. So, we did revise that and then whenever we turned it in, then it's always been from the standpoint of an official filing with the Planning Commission, it's always just been a single cul-de-sac. But, again, everything around it is R-1. It's, we feel like it's an appropriate zoning that we're asking for, being the R-1. As far as the standards go, you know, the R-1 would allow down to a sixty (60) foot wide lot. And our lots, basically, range from seventy-five (75) to eighty (80). We realize there's some to the west of us that are a little bit larger. And then there's some to the east that are, basically, the same size or even smaller. And then I think Phil might have some input too from the standpoint of some of the research he did, you know, on subdivisions in the area.

**Phil Reinbrecht:** Sure, just in terms of size, I took the, there was eight (8) different properties within that area and I've got a map of them if you want to look at them. But, I use the GIS site to kind of get the average acreage there. So, my numbers may be a little bit off. Obviously, I didn't get it down to the minute detail. Our average size, if you just take the nine point two-six (9.26) acres divided by twenty-five (25) lots is a point three-seven (0.37) acres or two point seven (2.7) lots per acre. The properties in that area come out to an average of point three-eight-two (0.382) with two point six (2.6). The largest being point six-two-four (0.624) with one point six (1.6) lots per acre. And the smallest being point two-five-seven (0.257) with three point eight-nine (3.89) lots per acre. And I've got that on paper here if you would like to see it.

**Commissioner Saylor:** Commissioner Phillippe, you have any questions on it?

**Commissioner Phillippe:** I don't. Thank you for the refresher.

**Commissioner Saylor:** So, is there anybody in the audience to speak against this project or have concerns about it? Come on up. State your name and address for the record, please.

**Mary Nienaber:** Mary Nienaber, 7555 Woodland Drive, Newburgh. I back into, the back of their property.

**Commissioner Saylor:** Go ahead.

**Mary Nienaber:** My biggest concern is that two (2) houses right there at the bottom of Woodland and Jefferies have had mine subsidence issues. There's been a house on Ironwood that's had mine subsidence issues. Two (2) houses on Landview that are just off in our subdivision with that. And I am concerned, I didn't know they were, until the drainage meeting, I didn't know they were planning on digging into the hill. But, I have concerns of what all this activity is going to do to the houses that are already there.

**Commissioner Saylor:** That I don't know.

**Commissioner Phillippe:** So, in our last meeting, you, you brought this up under Storm Water and we didn't have jurisdiction there. I don't know that we have jurisdiction over that particular concern here.

**Mary Nienaber:** Well, yeah, I mean...

**Commissioner Phillippe:** I understand your concern.

**Mary Nienaber:** I don't know who to take it to. But, I mean, this is going to be a lot of work on this property and I'm concerned on how it's going to affect us there that's already there, we're already having, we're starting to have issues with foundations.

**Commissioner Phillippe:** Bobby, do you have any familiarity with mine subsidence in that area?

**Bobby Howard:** I know there's been some in the past like up around Landview and things like that.

**Mary Nienaber:** Oh, I was going to say the two (2) on Jefferies was just, not this summer, the summer before.

**Bobby Howard:** And so, I don't know how that's being resolved or if people are getting with their insurance companies. I know that there's been hit and miss areas through there that have had subsidence issues. Anything on the surface doesn't affect these underground mines.

**Commissioner Saylor:** I've been familiar, I've been familiar with some subsidence in there and I know DNR's been involved in a few and insurance companies have been involved in a few. Again, again, I'm not a professional engineer. But, you know, I just don't know how moving some dirt is going to affect, I don't know. Do you have any, have you talked to any professional engineer or the State or DNR about...

**Mary Nienaber:** We already have like, we've already had to put a lot of money in our property just because of drainage issues. But, we are fearful because those houses were only two (2), two (2) houses down from us. And I mean they weren't moving dirt when they started sinking. I do have a picture of our street in front of our house on Woodland where we have a sinkhole that keeps forming and they don't fix it. They just keep, every time it starts, every time it starts going out, they just come in and put more asphalt in there. But, this is actually this. I couldn't get the picture to represent how much it dips there.

**Commissioner Saylor:** Yeah, I'm familiar with that area and I know, Bobby, you are, there's settling and a lot of road concrete, that's a concrete street and we have those issues. I even have it in my subdivision. I don't think it was mine. But, a lot of that is caused by water getting in between the slabs and that kind of thing.

**Mary Nienaber:** Yeah.

**Mary Nienaber:** I mean you're talking about moving dirt wouldn't do it. But, I mean, those houses were just sitting there. So, I'm assuming the weight of, I think you said, twenty-five (25) new properties and cutting into the hill, what all that work and weight is going to do.

**Commissioner Saylor:** I don't know. I know there's some developers in here and contractors and engineers. But, I guess I'm going to, you know, that, I know Danny, I actually built a house in Danny's subdivision and I know the requirements were to build what he called a coal mine foundation and it was a bigger foundation to, to handle in case there was settling and that kind of thing that would kind of carry that part of the house. And he required bigger rebar in it and that kind of thing. I don't, Danny, have you ever heard of moving dirt would cause, I don't mean to put...

**Mary Nienaber:** I mean the new foundations would affect, I guess, the houses that they are putting in? I don't know if they're doing that. But, I'm worried about our houses that are near there.

**Commissioner Saylor:** And that's what I'm getting at. Danny, have you ever heard of any, building where it's hurt houses?

**Todd Glass:** We need him to come up.

**Commissioner Saylor:** Danny, you want to, sorry, can you come up and, I just know you have a lot of experience in building houses on coalmine ground.

**Danny Ubelhor:** The property that you're looking at now actually has tunnels underneath it. And the property with the extra foundations is reclaimed. It's actually been dug up and just moved and settled back down. So, there are tunnels over there that, you know, on the piece of property, there's a difference there.

**Commissioner Saylor:** Danny, and, and your experience, building houses in this area, does that, as far as digging dirt and moving some dirt around, does that, does that negatively impact, you know?

**Danny Ubelhor:** I, that'd be more of a question probably for Jim Morley. He's here.

**Roger Emmons:** Keep passing that buck.

**Danny Ubelhor:** Is that okay?

**Commissioner Saylor:** Jim, the last meeting went an hour and a half, so, why don't you come up here and address this Board. By the way, Jim, your customer did that to you, not the Commissioner.

**Jim Morley, Jr.:** Jim Morley, Engineer. I don't know that dirt moving on top of existing mines would have a negative effect on it. The mine subsidence occurs when there's a collapse in an underground room or something like that. But, typically these mines are thirty (30), forty (40), sixty (60) feet underground. And so I don't know that moving dirt on the surface would have a negative effect relative to subsidence. And the difference between, relative to subsidence, underground mines allow for people to buy subsidence insurance in which they can get insurance to help pay for subsidence where surface mining does not have subsidence insurance. That's why we do a little, a different footer on surface mine ground versus and underground mine.

**Commissioner Saylor:** See, I learned something. Okay, so, so the weight of these, how many homes are going in there? Forty (40), fifty (50)?

**Scott Buedel:** Twenty-five (25).

**Commissioner Saylor:** Twenty-five (25). The weight of these homes would not have, I mean, that's insignificant in the picture of dirt and what it supports.

**Jim Morley, Jr.:** As a general rule, I will say, yes. I mean this whole area south Broadview, a large chunk of Newburgh, is all underground mines. And so, I mean, not to say you will never have subsidence insurance you can, I mean or subsidence. But, it can happen. But, a large portion, if you look at the GIS page, there's a large portion of this area, I mean, of all the surrounding area, is all underground mine. And historically, they've had some subsidence. But, then, they've had lots that haven't subsided. You know, so, unfortunately, it's a little bit of luck of the draw so to speak.

**Commissioner Saylor:** Alright. Thank you. Again, remember, it was your customer that asked you to come up here. Thanks, Jim, and thanks, Danny. I appreciate you guy's expertise, cause it means a lot to us when we're trying to make decisions.

**Commissioner Phillippe:** Appreciate that perspective. Thank you.

**Commissioner Saylor:** Yep. So, you know, I guess, to address your concern. You know, if, if you came up here with something, you know, some professional engineer's, you know, opinion of, you know, this is gonna really undermine the infrastructure of your house or something, I think we tried to, I think the engineers tried to address your drainage issue in the Drainage Board. But, I, I just don't see how it, it's, it's going to affect you relative to the mine subsidence or that kind of thing. I don't know.

**Commissioner Phillippe:** I guess my question is from a legal standpoint, to my earlier point, do we even have jurisdiction over that concern here?

**Todd Glass:** No, I don't know what in the world you can do with regards to that. If there's an event that would happen that would affect another property owner's structure, it would be a liability matter.

**Commissioner Saylor:** A civil matter. Yeah. And with mine subsidence, that's typically the DNR, that's the branch of government that typically handles that. So, with that being said, anyone else, address the Board on this issue? So...

**Kristine Georges:** Ordinance would be '32.

**Commissioner Saylor:** '32. So, Commissioner, do I have a motion?

**Commissioner Phillippe:** Okay, I will make a motion to approve Ordinance 2020-32.

**Commissioner Saylor:** And I second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0). Okay. So, you're up.

*(Ordinance 2020-32 is located on Page 35 of these Official Minutes)*

**STREET CONSTRUCTION PLANS  
PP-20-17 – HILLSIDE MEADOWS**

**Katelyn Kron:** Alright. We have two (2) Street Construction Plans. The first one (1) being PP-20-17 for Hillside Meadows. Petitioner/owner is SPM Development, Inc., by Phil Reinbrecht, President/CO. It's nine point three-one-one (9.311) acres located on the north side of Sharon Road approximately three hundred thirty (330) feet west of the intersection formed by Jefferies Lane and Sharon Road, Ohio Township, 35-6-9. Complete legal on file. Was advertised in the Standard December 3, 2020.

**Glen Meritt:** Glen Meritt with Cash Waggnar.

**Commissioner Saylor:** Hey, Glen.

**Glen Meritt:** Same project you were just discussing before. And then the one (1) from Drainage Board. And it is just a twelve (1,200), thirteen hundred (1,300) foot straight cul-de-sac running north off Sharon Road. Dead ends. Not inter-connected. We went through sub-review with Bobby and Steve and I think everything's in order.

**Commissioner Saylor:** So, Bobby, do you have any issues with the street plans.

**Bobby Howard:** The street plans are in order and meet the Subdivision Control Ordinance.

**Commissioner Saylor:** Okay, with that. They're in order. Commissioner Phillippe?

**Commissioner Phillippe:** Make a motion to approve the construction plans for Hillside Meadows.

**Commissioner Saylor:** I will second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Glen Meritt:** Thank you.

**Commissioner Saylor:** Thank you, Glen.

*(PP-20-17 is located on Pages 35 through 36 of these Official Minutes)*

**PP-20-18 – ESSEX AT BERKSHIRE PUD**

**Katelyn Kron:** Okay, the next one (1), PP-20-18, it's Essex at Berkshire, PUD. The petitioner is Ukon, LLC, by Danny Ubelhor, Member. The owner is Maken Corporation by Danny Ubelhor, President. It's thirty-five point one-five-eight (35.158) acres located on the south side of Oak Grove Road approximately twelve hundred (1,200) feet west of the intersection formed by Oak Grove Road and Roslin Road, Ohio Township, 20-6-8. Complete legal on file. It was advertised in the Standard December 3, 2020.

**Jim Morley, Jr.:** Jim Morley, Jr., Project Engineer. This is the same residential subdivision you just did at Drainage Board a while ago. Has an entrance onto Vann Road and an entrance onto Oak Grove Road. And kind of a simple street network. The color photo I gave out earlier had the black lines, showed kind of where the streets were.

**Commissioner Saylor:** Yep. Bobby, street plans in order?

**Bobby Howard:** Yes, Sir.

**Commissioner Saylor:** Commissioner Phillippe, you have any questions on it?

**Commissioner Phillippe:** I do not, but I'll make a motion to approve.

**Commissioner Saylor:** I'm just thinking, are we going to be getting any calls from needing a stop sign because of speeders? It doesn't look like it.

**Jim Morley, Jr.:** No, and we tried to, we tried to bring the, there aren't really corners for people to drive fast around. We tried to bring them into t-intersections. We've got stop signs at all those intersections.

**Commissioner Saylor:** Okay, so I have a first. I'll second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.



**Jim Morley, Jr.:** Thank you all.

**Katelyn Kron:** That's all for APC. Thank you.

**Commissioner Saylor:** Thank you.

*(PP-20-18 is located on Pages 36 through 38 of these Official Minutes)*

**APPROVAL OF MINUTES  
NOVEMBER 23, 2020**

**Commissioner Saylor:** Next item on the agenda is the approval of our November 23, 2020 Regular Session minutes.

**Commissioner Phillippe:** Make a motion to approve.

**Commissioner Saylor:** So, I have a motion to approve. I'll second that. I don't have any discussion on them. Do you? All in favor?

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**CONSENT AGENDA  
BRIDGE 273 ACKNOWLEDGEMENT – CORRECTED BOONVILLE FEDERAL  
INSTALLMENT AGREEMENT FOR LANDPRIDE MOWERS  
RATIFY TRUESCRIPTS CHANGES TO PRESCRIPTION PROGRAM**

**Commissioner Saylor:** Next item on the agenda is our Consent Agenda and Roger.

**Roger Emmons:** Thank you, Mr. President. This is regarding Bridge 273 which you previously approved to be nominated for the National Register of Historic Places. The, this is just acknowledgement. I had Dan sign that. And it's for consent today. There's no cost to the County on this.

**Commissioner Saylor:** We going to approve these...

**Roger Emmons:** This would be just to ratify that. You want to take the rest of them, then we'll go ahead.

**Commissioner Saylor:** Yeah. Let's go ahead and do all of them.

**Roger Emmons:** Okay, let me get things here in order here. They got out of order. Next is the corrected installment purchase agreement on the three (3) Landpride mowers for the Highway Department. You originally ratified this at your November 9, 2020 meeting. But, Tyler Neff, the Boonville Federal Savings Bank's President, he noticed the amount shown on the first place...first page as the principle was incorrect. It was showing sixty-eight thousand fifty-eight dollars and eighty cents (\$68,058.80). It was supposed to be two thousand dollars (\$2,000.00) less than that at sixty-six thousand fifty-eight dollars and eighty cents (\$66,058.80). He corrected that page and sent it over for fresh signatures and Dan signed where needed. So, everything else in the agreement, that amortization schedule, everything else was correct. It was just the one (1) typo. The issue was corrected on their end before accrual occurred. So, it didn't affect the County at all. The third and last consent agenda item is to ratify the TrueScripts changes to the SPD, that's the Summary Plan Description regarding our prescription program. This was initially presented to you at your November 23<sup>rd</sup> meeting under my other items. And at that meeting, I advised that Heather had found some errors and you gave a consensus for her to correct those. And then you would ratify at today's meeting. And Dan signed the corrected document on December 3<sup>rd</sup>. Those are the three (3) items for your ratification.

**Commissioner Saylor:** So, can I have a motion to approve the Consent Agenda as presented.

**Commissioner Phillippe:** I will make the motion.

**Commissioner Saylor:** I have a first. I'll second it. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Roger Emmons:** Thank you very much.

*(Bridge 273 Acknowledgement, Corrected Boonville Federal Installment Agreement, and TrueScripts SPD are located on File in the Auditor's Office)*

**ITEMS FOR DISCUSSION  
DISCUSS PUBLIC DEFENDER BOARD'S ACTIONS PURSUANT TO COMMISSIONERS  
ORDINANCE 2019-24**

**Roger Emmons:** Under items for discussion, we have Honorable Judge David O. Kelley and Warren Mathies, Esquire to discuss the Public Defender Board Actions pursuant to Commissioner Ordinance 2019-24.

**Honorable David O. Kelley:** Good evening. My name's David Kelley. I'm the Chairman of the Warrick County Public Defender Commission. And I picked up the wrong purple file. Here it is. Okay. In October of 2019, if you all recall, you approved an Ordinance 2019-24 that established the, that established the Warrick County Public Defender Board. Since that time, the actual board was appointed. Myself being the Chairman of that Board. We submitted a plan to the

Indiana Public Defender's Commission and that plan was approved. Also, I think it was last week we appeared before the County Council with our proposed budget, staffing issues, and they approved both our budget and the number of staff that we proposed in our plan that had been approved by the State. And it's my understanding that Mr. Glass and the attorney for the Council felt we needed to come back before the Commission, Commissioners' Board to get approval to, for the final hiring of the Director of the Public Service Board in Warrick County, or Public Defender Board in Warrick County.

**Todd Glass:** Is it just the one (1) position, Judge?

**Honorable David O. Kelley:** The way the plan was submitted, is there would be the Chief Public Defender, would be the Administrator and would work as well. But, that would be the one (1) position that the Board would hire and then it's up to him to hire the other staff members as have been approved by the County Council. And they also had, Krystal did the financing part of it and they approved some interim financing to get started with and we're going to come back in January for permanent financing for the rest of the year.

**Todd Glass:** Yeah, Mr. President, the Judge is right, I think the statute just suggests that the Board recommends the staff positions and the County executive has to approve them.

**Commissioner Saylor:** Okay.

**Todd Glass:** As he said, they've already appropriated their budget. I take it the Board's recommending the Chief Defender as Administrator plus other staff positions.

**Honorable David O. Kelley:** Yes, I mean to flush that out, there'd actually be another full-time Public Defender, two (2) staff employees, secretarial type employees, and then I believe five (5) contract Public Defenders that would not be County employees. They would continue, basically, in the same capacity they are now. So, the only actual new employees would be the senior, I mean the Chief Public Defender, the full-time Public Defender, and two (2) secretarial people.

**Todd Glass:** So, Mr., that's in essence the Board's recommendation to you to by motion approve the creation of the Chief Public Defender and two (2) staff positions. And by motion, that's all they need.

**Commissioner Saylor:** Just for clarification, you're talking about the Public Defender Board?

**Todd Glass:** The Public Defender Board recommended these positions.

**Commissioner Saylor:** Yeah. Right. I just wanted, I didn't know if people in the audience understood. You said Board, and they might be thinking us. So, Judge. Can I ask you a question? I know there was some confusion maybe with some of the Council members about this. I just want some, a little bit of clarity. What's the advantage to it? What's the advantage of the County, this Board, you know, having a Public Defender Board and, and maybe what's the pros and some cons? If you could just touch on a few of them.

**Honorable David O. Kelley:** There is a State Public Defender Commission that's a State Agency. And it's their goal to have all the Counties have their own local Board for the purpose of providing for Public Defenders for criminal defendants. The carrot and stick part of the arrangement is that if you do that, they will reimburse forty percent (40%) of all of our expenses. In other words, it's not a hundred percent (100%) financing by the County. Forty percent (40%) is recovered. In the long term, it's sort of in the nature of an insurance policy, because I don't know if you all follow, but the last couple of years, Warrick County has been hit tremendously hard financially. Up close to millions of dollars for Public Defender cases that the tax payers have had to basically pay for all of that. Under this arrangement, forty percent (40%) of that would be recovered from the State of Indiana. Now, they're getting their money from the Federal Government through, through Criminal Justice Grants and things like that. So, that's where they get the money to reimburse the County. But, the advantage is, it will save the County from ever getting devastated again by some, we just don't know when somebody's going to commit a triple murder or something and it's going to cost you a couple million more dollars.

**Commissioner Saylor:** So, and Judge, there's parameters, the legal counsel and the costs, what they can charge. Whereas, if we don't have this Board, is, is, is their parameters, what they can charge, is there caps on that, what they can charge? Is there, is the State set some of those guidelines?

**Honorable David O. Kelley:** It's basically up to what the, under the current program, excuse me, under the current program, the sitting Judges have, I think it's broken up to two and a third (2 1/3), I think there's two (2), four (4), six (6), eight (8), there's eight (8) current Public Defenders that are under contract to the County and they each get paid so much a month to take whatever cases the Judges assign to them.

**Commissioner Saylor:** Whether they have them or not?

**Honorable David O. Kelley:** Yes, yes. Now, in the event of some extraordinary thing, for example, a death penalty case, you have to, an attorney has to be qualified to take a death penalty case.

**Commissioner Saylor:** Right.

**Honorable David O. Kelley:** Which means he has to go to other classes and so forth. So, there's very few of those around. So, it's up to the Judge under the current schedule to negotiate with that person what they would agree to work for to handle that particular case. You also have to have two (2) attorneys that are death penalty qualified in a death penalty case. So, you're doubling the cost of your attorneys in any one (1) of these cases that come along. And there's also a sentencing arrangement called life without parole that has some of those similar requirements of being pre-qualified to serve as an attorney in that. And there's also conflicts of interest. You know, we've had some cases since I retired where there's like three (3) or four (4) people involved in one (1) murder case. Well, that meant three (3) or four (4) more lawyers to get involved because one (1) lawyer can't represent two (2) people in the same case. So, they've had to go outside of the County to get other people to hire and it just, you just don't know what those costs are going to

that comes from Vanderburgh County or Monroe County or some other, even Marion County. Cause some of the cases had Public Defenders out of Marion County that we had to pay. So.

**Commissioner Saylor:** Judge, how many other counties in the State of Indiana have Public Defender Boards?

**Honorable David O. Kelley:** Warren, do you know the number?

**Warren Mathias:** There's only twenty-three (23) that don't have them. We're one (1) of the twenty-three (23).

**Commissioner Saylor:** Go ahead and state your name for the record.

**Warren Mathias:** I'm Warren Mathias. I practice law here in Boonville.

**Honorable David O. Kelley:** So, approximately two-thirds (2/3) of the State have, he said twenty...you said twenty-three (23)?

**Warren Mathias:** Twenty-three (23) do not.

**Honorable David O. Kelley:** So, out of ninety-two (92) counties, twenty-three (23) do not. So.

**Commissioner Saylor:** Okay.

**Honorable David O. Kelley:** To go a little deeper into it, I guess, the Federal Government believes in there being a limited caseload for Public Defenders. Like everything else, people get overworked and they're saying, to be fair to the defendants, you can only have a Public Defender who has so many cases. If the State can show that their Public Defender System complies with those Federal regulations, that's how they get their money from the Federal Government for criminal justice. So, it's, I don't know if you know the term, evidence based, it always kind of drove me nuts, but anyway. So, this is one (1) of the things that the Public Defender Board in Warrick County will have to do. The Chief will have to make sure that all of those standards for how many cases the Public Defender has are met. So, if they're met, why then that benefits the State of Indiana. So, it's a uniform, uniform... that's not a word, uniformizing. It's a way to uniform, get uniformed standards in the State. Cause some states, some counties, the Public Defenders don't do much cause they don't have much work and some they're overworked in others. They're pretty much overworked in Warrick County at this point in time. So, it's one (1) of those things that it's coming. You know, at this point they haven't mandated it. But, I wouldn't be surprised in a few years if the Supreme Court doesn't say, you have to have it.

**Commissioner Saylor:** I know our Council President is in the audience. Mr. Richmond, do you have any questions that you feel like you need to have answered?

**Greg Richmond:** No. Our meeting the other night (inaudible).

**Commissioner Saylor:** Okay.

**Roger Emmons:** You're not on the record unless you come up, Greg. You know that.

**Commissioner Saylor:** I, I, I thought if he had a question, just to make sure. He doesn't have to be on the record.

**Roger Emmons:** Okay.

**Commissioner Saylor:** So, I'm good with it. So, what, what, what, Counselor, what do we need to do here? We've already passed the Ordinance. So?

**Todd Glass:** I'd suggest you entertain a motion to accept the Public Defender Board's recommendation to establish the positions of Chief Public Defender and two (2) staff.

**Commissioner Phillippe:** I'll make the motion.

**Todd Glass:** I believe that's what they're needing today.

**Honorable David O. Kelley:** That sounds right.

**Commissioner Phillippe:** Thank you, Gentlemen.

**Commissioner Saylor:** So, I've got a first and I'll second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Honorable David O. Kelley:** Thank you, Gentlemen.

**Commissioner Saylor:** Thank you, Gentlemen.

**Commissioner Phillippe:** Thank you.

**Roger Emmons:** And just to add real quick, as far as office space, Warren's agreed we can kind of do a phase in process. He's going to help save costs for a while. But, I think we've got to get this in place, which we've done now by, to go back to October 1<sup>st</sup> to get the forty percent (40%) reimbursement.

**Warren Mathias:** If it's okay for me to speak a second on that.

**Commissioner Saylor:** Yeah.

**Warren Mathias:** Again, I'm Warren Mathias. I practice law here in Boonville. I am one (1) of the existing eight (8) contract Public Defenders. Brett Roy is another one (1). The beauty of the program, once it's established, if you start in any one (1) quarter of the year, the State Of Indiana allows you to go all the way back to the beginning of that quarter and get reimbursement. So, if we, if these guys move fast enough and they activate a Chief, we can go back and get money all the way back to October for what we spent. And currently, we're spending about four hundred thousand (\$400,000.00) a year.

**Commissioner Saylor:** See, and I knew there was, there was, you said a carrot and a stick.

**Warren Mathias:** Yeah. Yeah.

**Commissioner Saylor:** I don't, I don't, I think the stick is if we don't do this, eventually, the State could do it, right? Mandate it?

**Warren Mathias:** They'll mandate it cause there's so few left. And we believe that will occur. The other interesting thing is we're one (1) of the last four (4) counties in the entire State not to be on the State-wide Odyssey Court Control System Software Program. That's coming. We're slated to do that in April. So, if this is in place by then, there may be some monies that can be merged or help the County where we can capture some more money to, that you wouldn't have to be paying every year by budgets. And you're spending, I think they're budgeting in the neighborhood of three-thirty-five (\$335,000.00), three-forty-five (\$345,000.00) a year on Public Defender, but they're going out of that budget and having come to ask for extra money because of murder cases and such. And I think the numbers are about four hundred seventeen thousand dollars (\$417,000.00) last time. This program isn't new money. There's about fifty-five thousand (\$55,000.00) in new money. We're just reorganizing the existing money that we have and we're making two (2) people full-time to bird-dog the issues. And since I knew this was coming, I've been doing research. I found thirty-six million dollars (\$36,000,000.00) worth of grant money that we're eligible for now at the Federal Government too, if this program's started. And we might be able to do that as well. So, you have the benefit of having a full-time eyes on the ground capturing that money and then making sure we're not losing any when people have posted high bonds and the Judges just say, I find no fine in costs, and they don't capture that Public Defender money. So, we believe there's several thousand dollars we can capture in our existing cases, so the County isn't hurt as much anymore.

**Commissioner Saylor:** Well, and I was at the Council meeting when you was there, so, I got the impression that there was, that there was an advantage to us by getting this done in 2020 that we could recapture some.

**Warren Mathias:** Right.

**Commissioner Saylor:** I don't know how I, I guess I pulled that out of somebody speaking.

**Honorable David O. Kelley:** (Inaudible).

**Commissioner Saylor:** Yeah, and so that's what I thought. Cause I had a Council member call me and was questioning me about some things and I kind of thought there was an advantage to the County. And that's what I was just trying to find out. I thought there was an advantage to the County.

**Warren Mathias:** Absolutely, there is. There absolutely is. And I spoke to the State person in charge of that money and he said, he explained that you have to track each allotment in that quarter for Public Defense and then submit a reimbursement. And there's a form they have and I think as long as we have it in by February, as long as we activate the office by December 31<sup>st</sup>, we have until February 2<sup>nd</sup>, I believe, to figure out what we're owed and send the reimbursement paper up to Indianapolis.

**Commissioner Saylor:** Perfect.

**Warren Mathias:** Forty-five (45) days to sixty (60) days after that, it comes directly into the General Fund. And so, it'll, it'll help. It's not a lot this last quarter. So, if they're spending in the ballpark, four hundred thousand (\$400,000.00) a year, there would be a hundred thousand (\$100,000.00) in the quarter. So, our best day maybe forty grand (\$40,000.00) coming back by starting it.

**Commissioner Saylor:** But, if we don't do it, we're not going to get that forty grand (\$40,000.00).

**Warren Mathias:** Right, we're not getting it now. We're spending a hundred percent (100%) now.

**Commissioner Saylor:** And my understanding, we're basically rolling the dice with, you know, we're, you know, we're gonna have another, you know, you know, crime here, you know...

**Warren Mathias:** Statistically, yeah. It's been occurring. It's been trickling up over the last ten (10) years. There's more and more as the bedroom community of Evansville, people drive across the line, and do bad things sometimes at night.

**Todd Glass:** Mr. President. May I?

**Commissioner Saylor:** Yes.

**Todd Glass:** Mr. Mathias, do you know, what do you need done for that reimbursement to kick in? Other than the office being created?

**Warren Mathias:** So, you have to, they have to hire one (1) full-time person, Administrator to start collecting. And then submit, the master plan has already been submitted, so that's been done. And at that point in time, it's, we can seek reimbursement. So, they have to make that one (1) Administrator hire.

**Todd Glass:** Okay.

**Todd Glass:** You don't have to have payroll issued, do you?

**Warren Mathias:** No, cause, that would be, I don't believe that's the case. I'll double check, you know, if they say we're supposed to spend one (1) dollar before the end of the year, we'll find a way to spend one (1) dollar. But, I don't think that's the case, that there has to be a payroll hit before the end of the year. Cause that wouldn't be...

**Todd Glass:** Cause payroll's done.

**Warren Mathias:** Right. Because if somebody starts December 28<sup>th</sup>, they're not going to get paid in this year.

**Todd Glass:** Okay.

**Warren Mathias:** So, there'd be, there may be some issues. And I'll run that down for, for the Judge and make sure there's not any loose ends there.

**Todd Glass:** Thank you.

**Commissioner Saylor:** Okay. Thank you.

**Commissioner Phillippe:** Thank you.

**Warren Mathias:** Thank you.

**Commissioner Saylor:** Thank you. So, I had a first and a second. Did we vote on that?

**Todd Glass:** I don't think you even seconded, did you?

**Commissioner Saylor:** I thought I did. Then I said discussion. But, I'll second Terry's motion and all in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Warren Mathias:** Thank you.

**Commissioner Phillippe:** Thanks, Gentlemen.

### **2021 APPOINTMENTS**

**Commissioner Saylor:** Next item on the agenda's our Departmental Reports and Roger, you're up.

**Roger Emmons:** I thought we had 2021 Appointments, unless you want to save those for last. That's on my agenda under, last item for Items for Discussion.

**Commissioner Saylor:** We can, I mean, we're only prepared for a few of those.

**Roger Emmons:** Okay. Okay. Alright.

### **DEPARTMENTAL REPORTS COUNTY ADMINISTRATOR DISCUSS PROPOSED RUA – VECTREN Z70 PROJECT**

**Roger Emmons:** Departmental Reports, excuse me. First item I have is to discuss the proposed Road Usage Agreement for the Vectren Z70 Project which the Board tabled at their November 23<sup>rd</sup> meeting. And you tabled that because at that time, the Vectren Road Usage Agreement that covered Eble, Youngblood, and Kaiser Road's haul route had expired. That has since been renewed and the hauling has been completed. Vectren is contracted with E & B Paving to do repairs to that haul route. I don't know exactly what the status of those repairs are. But, regarding the agreement for road usage before you today, Vectren has submitted surety in the amount of one point five-five million dollars (\$1,550,000.00) to cover possible damages to the haul route. That consists of twenty-two (22) County roads at various locations throughout Anderson and Ohio Townships. It's a total of twenty-four point one-eight (24.18) miles broken down by twenty point twenty-four (20.24) paved miles and just under four (4) miles of gravel or other surface miles. The agreement lists the termination date of November 10<sup>th</sup> of next year. But, they have submitted surety to cover the agreement.

**Commissioner Saylor:** Bobby, what's your comment on this?

**Bobby Howard:** We videotaped all the mileage at this point in time. And if the surety and everything's in place, then I'd recommend proceeding.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** I'm good. Make a motion.

**Todd Glass:** With approval, you're authorizing Roger to sign that agreement on behalf of the County.

**Roger Emmons:** Well, it's myself and Bobby. We're both on there.

**Todd Glass:** Correct, thank you.

**Roger Emmons:** Thank you.

**Commissioner Phillippe:** So, make a motion to approve the Road Usage Agreement as well as to approve Bobby and Roger's signatures.

**Commissioner Saylor:** I second that motion. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Roger Emmons:** Thank you.

*(Vectren Road Usage Agreement is located on Pages 38 through 41 of these Official Minutes)*

### **APPROVAL OF PROPERTY DAMAGE RELEASE WARRICK TRAILS WEST OF LIBBERT**

**Roger Emmons:** Next item is the approval of the Property Damage Release, Warrick Trails just west of Libbert Road. You also tabled that at your November 23<sup>rd</sup> meeting because Commissioner Saylor wanted to know where the figure of seven thousand four hundred thirty dollars and sixty-nine cents (\$7,430.69) came from, and Bobby confirmed it, that was from Metzger Construction Company, estimate.

**Commissioner Saylor:** Okay.

**Roger Emmons:** And I believe Todd has the release.

**Todd Glass:** The release is in proper form if you approve.

**Commissioner Phillippe:** Recommend, Bobby?

**Bobby Howard:** Yes, recommend approval.

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

**Commissioner Saylor:** I second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Roger Emmons:** Thank you.

*(Ragle Damage Release is located on Page 41 of these Official Minutes)*

### **HVAC CONTROLS AT THE WARRICK COUNTY JAIL BUILDING AUTOMATION SYSTEM AND SERVICE AGREEMENT ADDENDUM**

**Roger Emmons:** Next item is the HVAC Controls at the Warrick County Jail. The Board tabled this November 23<sup>rd</sup>. It was done so, so, Harshaw Trane could submit a formal proposal for the controls. That BAS is a Building Automation System. Account Manager Andy Jones did submit those via email on December 10<sup>th</sup>. I had already left, so I sent those to the Board and the Counsel on December 11<sup>th</sup>. It's a, Harshaw Trane submitted a proposal for Trane Tracer, BAS and temperature controls plus a service agreement addendum to scheduled maintenance program number one-seven-five-one (1751). The Commissioners approved that and Dan signed it on September 14<sup>th</sup> of this year. That was the three (3) year agreement. We already paid the first installment of ten thousand two hundred one dollars (\$10,201.00) which is figured into the new proposal. Andy Jones did confirm or answered Terry's question that it is the same kind of system that we use in the Judicial Center. So, should be able to access it on tablets or cell phones to monitor that.

**Commissioner Saylor:** Is everything in order?

**Todd Glass:** Yeah, Roger, we have the service agreement addendum that if approved, the Commissioners can sign to create the contract. Do you know if the proposal for the automation system and temperature control, would that be reduced to some type of a contract? Have they said?

**Roger Emmons:** They, you know, to be honest with you, this isn't quite what I expected. I guess it is for a proposal, but subject to this, they need to provide an agreement.

**Todd Glass:** Right. Commissioners could approve the proposal, but also approve the service agreement addendum to enter into.

**Roger Emmons:** Yes, and I think, should the Board approve this proposal and the Jail does need controls on their heating, (inaudible) and air conditioning out there. Then I would have our account manager submit that for the Board and your review, of course. The price for the controls upgrade package is separate. It's fourteen thousand six hundred fifty-two dollars (\$14,652.00). That's the one (1) time charge and that's the one (1) they said they would allow us to pay for over three (3) years if the Board wished to proceed with that. HVAC costs are paid out of the Cum Cap Fund under the various HVAC line items we have in that fund.

**Commissioner Saylor:** Roger?

**Roger Emmons:** Yes, Sir?

**Commissioner Saylor:** This, like, this ten thousand dollar (\$10,000.00) cost of this, is that typically in our line item budget in the Cum Cap? I mean is that itemized in? Cause I know we get some charges in there after we set our budget, and we, we get these...

**Roger Emmons:** Well, that's why the Council's been gracious in allowing us about two hundred thousand dollars (\$200,000.00) to be appropriated in the Contractual Services line item, so that if we do run over, run out of the HVAC, a lot of times what we have to do is ask them subsequently to appropriate additional monies into the HVAC line item. So, it hasn't been a problem to date.

**Commissioner Saylor:** Well, I just know, you know, we all try to, like to live within budgets, but sometimes that comes, these kind of things pop up after the budget's been set.

**Roger Emmons:** Absolutely.

**Commissioner Saylor:** And if we don't have some kind of agreement in place, it's like Russian roulette.

**Commissioner Phillippe:** This is planning for technology, like I always talk about, where we don't plan for technology.

**Commissioner Saylor:** Yeah. I just, sometimes, you know, we get criticized because of the, seems like the Commissioners, all the, all the miscellaneous stuff gets, it gets, hits our budget. And I just know in the last four (4) years, we've had some things come up after our budget's been set. And, you know, it's, it's if we, if we say no to some of this stuff, then we expose ourselves for a lot of other costs and liability exposure. So.

**Roger Emmons:** And Todd and I discussed this prior to the meeting, in the service agreement addendum, we noticed that the various terms for the next three (3) years, the first term being January 1<sup>st</sup> of next year to October 31<sup>st</sup> of '21 and then subsequent years after that. That those amounts are payable in advance. And there, there have been times where pursuant to agreements, that has been done. And I, Todd pointed out, there's all sorts of things, you know, when it comes to computer software, a lot of times you have to pay those up front in order to get those services. So, I don't know if Todd wishes to weigh in on that. We're talking about subscriptions and things like that, as you're paying up front and then subsequently you do get the services. So, I don't know...

**Todd Glass:** If, if, it's, it can be frustrating sometimes, but it's a service plan is what it is.

**Roger Emmons:** Yes.

**Todd Glass:** And you pay for it. If you don't use it, you don't use it. But, it's, it's like software renewals.

**Roger Emmons:** Yeah.

**Todd Glass:** You renew a software contract at a year for the next subsequent year. So, you try, you try to avoid these sorts of things. There's a small number of them you just can't.

**Roger Emmons:** Right.

**Commissioner Saylor:** Okay, so we need to approve this?

**Todd Glass:** You have both the proposal for the building automation system upgrade for the Jail building and then secondly, you have the service agreement addendum update.

**Commissioner Saylor:** So, can we...?

**Commissioner Phillippe:** (Inaudible) two (2)?

**Todd Glass:** You can do it in the same.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** So, I make a motion to approve both the proposal for the upgrade as well as the service agreement.

**Commissioner Saylor:** So, I have a first. I'll second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Roger Emmons:** Thank you very much.

*(Harshaw Trane Proposal and Addendum are located on Pages 41 through 43 of these Official Minutes)*

#### **WCCC MICROSOFT RENEWAL – KELLER SCHROEDER**

**Roger Emmons:** Next is the Warrick County Commissioners Microsoft Renewal, November 30, 2020. I've listed the quote number there from Keller Schroeder. I emailed this to the Board and the Council on December 1<sup>st</sup>. The amount to have our Microsoft software in place for all County computers, eleven thousand one hundred and seventy-eight dollars (\$11,178.00).

**Commissioner Saylor:** Counselor, is that all in order?

**Todd Glass:** Yes, it is in proper form and they've prepared it for you to authorize Guy Whelan to enter into it on behalf of the County.

Roger Emmons: I've revised that for Dan's signature.

Todd Glass: Have you? Great. That's even better.

Commissioner Phillippe: I did talk to Guy about this a little bit today, cause I wasn't exactly sure what it was and basically, it holds all of our licensing so, if we don't have this, we don't have any Microsoft products whatsoever.

Commissioner Saylor: Right.

Commissioner Phillippe: That's kind of important.

Commissioner Saylor: Kind of important. Do I have a motion?

Commissioner Phillippe: I'll make a motion to approve.

Commissioner Saylor: I'll second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. Motion carries two, zero (2-0).

Roger Emmons: Thank you very much.

*(Keller Schroeder Microsoft Renewal is located on Pages 43 through 44 of these Official Minutes)*

#### **REQUEST FOR FMLA LEAVE**

Roger Emmons: Next, we have a couple of requests for Family Medical Leave. And HR Manager Heather Soberg has vetted these and they're both in proper form with all required signatures. Both of these will be for intermittent leave.

Commissioner Saylor: And there are two (2)?

Roger Emmons: Yes, Sir.

Commissioner Saylor: So, do I have a motion to approve the two (2) FMLA requests?

Commissioner Phillippe: Make a motion to approve.

Commissioner Saylor: And I second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. Motion carries (2-0).

Roger Emmons: Thank you very much.

#### **RELEASE OF TRAVELERS INSURANCE ROAD BOND FOR ROAD USAGE FOR SEVEN HILLS ROAD AND LILLY PAD ROAD**

Roger Emmons: Next, we have, let me find it, Release of Travelers Insurance Road Bond #107156022, that's for a road usage agreement for Seven Hills Road and Lilly Pad Road. I'm not sure we ever received the original bond, so that I could return that once the Commissioners released that. So, Todd has prepared a road use bond release. He's got it prepared for my signature on behalf of the Commissioners. We just need a motion from the Board approving the release.

Commissioner Saylor: So, do I have that motion?

Commissioner Phillippe: Motion to approve the release.

Commissioner Saylor: And I'll second that. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. Motion carries two, zero (2-0).

Roger Emmons: Thank you.

*(Travelers Bond Release is located on Page 44 of these Official Minutes)*

#### **DISCUSS APPROVAL OF CREDIT CARD AGREEMENT FOR JAMES GREER EMA DIRECTOR-IN-WAITING**

Roger Emmons: Next is the, Discuss Approval of Credit Card Agreement for Jake Greer. He will be the new Warrick County EMA Director, and he has filled out the credit card agreement, provided that to Heather. That's in order. And once this is approved, Heather can take care of getting the card online.

Commissioner Saylor: So, do I have a motion to approve, Todd did you have that?



**Commissioner Phillippe:** Motion to approve the credit card approval for Jake Greer.

**Commissioner Saylor:** Okay, you didn't have it? I didn't know if that was an agreement you had. Terry made a motion. I'll second it. All in favor say, aye. Aye. Is that an, aye, Terry?

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Motion approves two, zero (2-0). Roger, is that credit card with Old National?

**Roger Emmons:** Well, it's done through them. But, it's...

**Commissioner Saylor:** Yeah, I mean, it's...

**Roger Emmons:** It's a VOC card.

**Commissioner Saylor:** Like our other ones.

*(James Greer Credit Card Agreement is located on Page 44 of these Official Minutes)*

### **RENEWAL QUOTES FOR PROPERTY/CASUALTY COVERAGE FOR 2021**

**Roger Emmons:** Okay, I have a couple of informational items real quick for you. Our property, casualty, liability insurance etcetera, that process that, as far as taking quotes by Rita McConnell, our local agent, has taken longer than what she'd been advised. Hopefully, she'll have them to me so I can provide them to you for our December 28<sup>th</sup> meeting.

**Roger Emmons:** Also...

**Commissioner Phillippe:** Roger, I've got a question for you on that.

**Roger Emmons:** Yes, Sir?

**Commissioner Phillippe:** Did your email infer that we're having more carriers accept us for insurance this year?

**Roger Emmons:** It, it, it seemed like there was more receptive, yes.

**Commissioner Phillippe:** That's a good thing.

**Roger Emmons:** Yeah, that's very good. So, she mentioned trying insurance through Burnham and Flowers. It's an organization much like Bliss McKnight. And they're offering a property policy with a ten thousand dollar (\$10,000.00) deductible and no specific wind or hail deductible, which that's unusual. I mean, typically, they've been at least twenty-five thousand (\$25,000.00) for wind or hail damage. She said this offered coverage is the lowest deductible being offered by the companies that I contacted. So, last year there was no offer of coverage and she contacted four (4) companies and none of them offered any coverage. So.

**Commissioner Phillippe:** Good.

**Roger Emmons:** She's hoping to have them again, hopefully, maybe again this week.

### **SHERIFF'S OFFICE PHONE SERVICE**

**Roger Emmons:** Then the Sheriff's Office Phone Service, earlier today, well, let me see when I did that. David Shipley, he's our primary phone consultant. He's with Midwest Telecom. He had an idea that would allow us to install the Sheriff's Department phones until we can make a permanent decision on the dial tone service. And that would be to switch the line service from WOW to NEC on a month to month basis 'til the new Mainstream service is available and has been tested. I did receive the NEC quote today and forwarded it to the Board and Todd. There's an initial installation charge of three hundred sixty-five dollars and twenty-five cents (\$365.25). And then the normal monthly cost will go to four hundred ninety dollars (\$490.00). And that will actually, pursuant to David's comments, save us, what was it, at least four hundred (\$400.00) a month, I think he said. Yeah, it says as a bonus, it saves nearly four hundred dollars (\$400.00) per month. It takes the pressure off of the push to switch to Mainstream before they're fully ready and gets the new phones installed. So, I know Sheriff Wilder was wanting a little more detailed information about this. But, it'd be, you know, once they got the line service in, then they could put in the new phones like are in both these buildings.

**Commissioner Phillippe:** Right.

**Commissioner Saylor:** Right. And then they're, and then, the main thing, David, David Shipley knows, understands the redundancy, and, and Mainstream is kind of causing some issues with this project progressing. This is the way we can still save some money, still, Commissioner, correct me if I'm wrong, still have the redundancy and then move this project...

**Commissioner Phillippe:** Towards completion.

**Commissioner Saylor:** Towards completion.

**Commissioner Phillippe:** Yeah. And also, should help us move towards some network issues that we're having. The redundancy piece and I might add that I wouldn't necessarily point the finger fully at Mainstream. The City of Boonville's in their way a little bit.

**Commissioner Saylor:** Yeah.

Roger Emmons: Right. Right.

Commissioner Phillippe: It's a lot of moving parts.

Commissioner Saylor: Yeah, so, Counsel, do we need to make a motion on this?

Commissioner Phillippe: It's a quote?

Roger Emmons: It is a quote?

Commissioner Phillippe: It's a month to month service.

Roger Emmons: And it has those amounts in it that I listed.

Commissioner Saylor: That's a, that's a service that, that NEC's going to charge us. It's not what, it's not what Midwest Telecom's going to charge us. Because, I think that's part of the phone.

Roger Emmons: It's called Univerge Blue, Business Cloud Services by NEC. But, it was procured with David Shipley's help.

Commissioner Saylor: Right.

Todd Glass: Yeah, I don't, I haven't reviewed anything particular. But, if it's a quote...

Roger Emmons: Well, actually, I don't think it's due 'til, when did I read? You could table this to your next meeting if you wanted to.

Commissioner Saylor: Could, could we, could we approve it based on his review?

Roger Emmons: Absolutely.

Commissioner Phillippe: I thought the whole point of this was to move it along.

Commissioner Saylor: Yeah, to move it, yeah.

Roger Emmons: Right.

Commissioner Saylor: So, so...

Roger Emmons: I just wanted to point out.

Commissioner Saylor: I would like to make a motion to approve that based on our Legal Counsel's review of the documents to make sure they're all in order.

Commissioner Phillippe: I'll second that. It is a month to month service. There's no contract.

Commissioner Saylor: Right. So, a first and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. Motion carries two, zero (2-0). Thank you, Commissioner.

Roger Emmons: And the, the NEC document is electronic and requests signatures electronically, Dan. Right now, it's got, it's set up for me. I mean, with the Board's approval, is it okay if I do that on your behalf?

Commissioner Saylor: That's good with consensus, right? Yeah, I'm good with that.

Commissioner Phillippe: I'm good.

Commissioner Saylor: Commissioner Phillippe's good with it.

Roger Emmons: Okay. Thank you very much. I'll proceed in the morning.

*(NEC Univerge Blue Contract is located on File in the Auditor's Office)*

### **2021 VECTOR CONTROL AGREEMENT – HEALTH DEPARTMENT**

Roger Emmons: One (1) item that got put on, in my hands late today was the Vector Control Agreement for Professional Services between the County and the Board of Health and Elizabeth Phillips. The, this is standard type of agreement. We've had before that includes public health concerns regarding West Nile, Zika Viruses, transmission of those and other vector control issues, plus I think, Ms. Phillips will also be working with Aaron on some septic issues. The amount is two thousand four hundred dollars (\$2,400.00) per month and it's for all of next year. And I'd be glad to let Todd have a quick look at this, if the Board would wishes, cause I just got it today. And I would assume this would also be something that you could table to your December 28<sup>th</sup> meeting if you want to.

Commissioner Saylor: Is this, is this a contract?

Roger Emmons: Yeah, it's an Agreement for Professional Services.

Commissioner Phillippe: It's essentially the same as she's had in the past. correct?

**Commissioner Phillippe:** Just renewing it.

**Roger Emmons:** I didn't see anything, you know, it requires for the person to get, provide certificates of insurance and you know, general liability, automobile liability, etcetera, the contractor, which would be Elizabeth Phillips.

**Commissioner Phillippe:** If it's the same as what it's been, I'm fine with it.

**Commissioner Saylor:** Yeah, if it's the same. I'm good with it.

**Roger Emmons:** Okay.

**Commissioner Phillippe:** So, we need a motion?

**Roger Emmons:** A motion to approve that.

**Commissioner Phillippe:** Motion to approve the Vector Control Services Contract.

**Commissioner Saylor:** And I'll second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

*(Vector Control Agreement is located on Pages 45 through 47 of these Official Minutes)*

### **DISCUSSION ON CHANGING THE THRESHOLD FOR THE FIXED ASSETS**

**Roger Emmons:** I think the last information I have had to do with, I know the Commissioners have been thinking about increasing the amount, the threshold amount for our fixed assets. And Heather solicited an opinion from Ricci Hofherr, Director of Audit Services for Counties in Indiana. And she states that they recommend at least five thousand dollars (\$5,000.00). But, also stated there's no standard amount for this and it just has to be determined by the County Executives.

**Commissioner Saylor:** I, I called some cohorts and found that the number's all over the place. I think Vanderburgh County is two thousand (\$2,000.00) or twenty-five hundred (\$2,500.00) or something like that. So, I mean, I'm, I'm willing to raise it. But, and you did say the State Board of Accounts recommended five thousand (\$5,000.00)?

**Commissioner Phillippe:** At least.

**Roger Emmons:** Yeah, at least five thousand (\$5,000.00).

**Commissioner Phillippe:** I was, my only concern was bumping it up too high. I was concerned; we talked about five thousand (\$5,000.00). That sounded maybe too high, but now the State's saying at least.

**Commissioner Saylor:** Yeah.

**Roger Emmons:** This is the email, there's Heather down here. But, this is Ricci and it's up in the body there.

**Commissioner Phillippe:** But, like you said, it's all over the board.

**Roger Emmons:** And you know, Todd, of course, he can't amend the current Ordinance until you give him direction on the amount.

**Commissioner Saylor:** Well, I think we're at seven-fifty (\$750.00) now.

**Roger Emmons:** Yes.

**Commissioner Saylor:** You know, to put that, I mean, my thought, I was looking at twenty-five hundred (\$2,500.00) to three thousand (\$3,000.00). But, that's kind of my, my thought.

**Commissioner Phillippe:** I was considering, tripling would be a stretch in the increase. You know, that sounds like a lot when you triple something. But, then, I hadn't heard that comment yet from the State.

**Roger Emmons:** Yeah, I was kind of surprised by it, too. I mean, your two thousand (\$2,000.00), your suggestion, is a great improvement over the seven-fifty (\$750.00). But, that's just my personal opinion.

**Commissioner Phillippe:** I mean my concern has been, what are we trying to accomplish here? There's a lot of things in the County worth seven hundred and fifty dollars (\$750.00) that needs to be documented. Frankly, probably some of them don't get documented. So, if we, if we bump it to twenty-five hundred (\$2,500.00) there's still a lot of things worth twenty-five hundred dollars (\$2,500.00) that need documenting. Does, I don't know that that fixes anything.

**Roger Emmons:** Yeah.

**Commissioner Phillippe:** Thoughts?

**Todd Glass:** Well, I think, I don't have an opinion on the dollar figure. State Board of Accounts suggests one (1) thing, you're safe following the State Board of Accounts recommendation. But, you've got other policies you can have in place for the proper inventorying of things of value below that. Which probably isn't done too well.

**Roger Emmons:** Good point.

**Commissioner Phillippe:** I think we need to do it. Do we need to do it now?

**Roger Emmons:** No, you don't need to do it now. I don't see that you do.

**Commissioner Saylor:** We, we, we can table this 'til next meeting. Let Commissioner Johnson...

**Roger Emmons:** We've been at seven-fifty (\$750.00) and operated fine with it for years. It goes back, the Ordinance goes back a long time.

**Commissioner Saylor:** Why don't we, why don't we table it to the November or December, what was that...?

**Roger Emmons:** 28<sup>th</sup>.

**Commissioner Saylor:** 28<sup>th</sup> meeting. And let Commissioners Johnson weigh in on it. How's that?

**Roger Emmons:** Sure, that's fine.

**Commissioner Phillippe:** Motion to table the consideration.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries to table (Motion carried 2-0).

#### **DISCUSSION OF KELLER SCHROEDER RENEWALS FOR THE SHERIFF'S OFFICE**

**Roger Emmons:** And one (1) last item that Sheriff Wilder sent me these late today with these two (2) renewals of software with Keller Schroeder. And I think those don't, they don't expire 'til January 30<sup>th</sup>. So, I'll make sure you get copies of those.

**Commissioner Phillippe:** That's for the VEEAM-ware?

**Roger Emmons:** Pardon?

**Commissioner Phillippe:** The VEEAM-ware.

**Roger Emmons:** Yeah, the VEEAM-ware and the VEEAM, V-E-E-A-M, I don't know what that means. But, one (1) of them is VEEAM-ware renewal and you just did that for Commissioners, this is for the Sheriff. So. That's all I have, thank you.

**Commissioner Saylor:** Thank you. Roger?

**Roger Emmons:** Yes, Sir.

**Commissioner Saylor:** You hang on to this, so the next meeting we can show Commissioner Johnson.

**Roger Emmons:** Gotcha.

**Commissioner Saylor:** Roger, is that, that it?

**Roger Emmons:** That's it, Sir.

**Commissioner Saylor:** Thank you.

#### **COUNTY ATTORNEY WORD SYSTEMS, INC PROPOSAL**

**Commissioner Saylor:** Next item on the agenda is our County Attorney.

**Todd Glass:** Mr. President, although nothing formally on the agenda, I believe the courts and the three (3) Judges and Magistrate are needing a recording system upgrade contract considered and reviewed. They reviewed it and have recommended it to this Board. It's with Word Systems, Inc., and they have a detailed proposal for all three (3) courts and the fourth courtroom and it's a professionally installed high-definition video recording equipment with public address capabilities, video, audio, web conferencing, digital evidence presentation, integrated touch screen controls, digital recording of work flow and archival server software. The proposal is all in proper form. It's fifteen thousand four hundred fifty-eight dollars and one cent (\$15,458.01) for Circuit Court. Also, the same number for Superior I, same number for Superior II, and courtroom number four (4) is fourteen thousand six-hundred-ninety-nine (\$14,699.20). It includes a support agreement that is also in order except for the fact it just needs to have filled in the beginning date of the support agreement which they will do once it's installed. I would recommend it would be approve on the condition that payment terms be altered from the proposal to upon completion, proposal is recommending fifty percent (50%) down. But, with that one (1) change, the courts recommendation for this installation and support contract, with Word Systems, Inc., is in order.

**Commissioner Saylor:** Okay, do I have a motion?

**Commissioner Phillippe:** Make a motion to approve Word Systems proposal and contract with the exception in terms as noted by Counsel.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. Motion carries two, zero (2-0).

*(Word System Contracts is located on Pages 48 through 50 of these Official Minutes)*

**UPDATE ON DRAFT ORDINANCES FOR FIXED ASSETS AND WEIGHT LIMITS ON  
EPWORTH ROAD**

**Todd Glass:** And, no, thank you, Mr. President, I didn't have anything other than that except, of course, the draft Ordinance for the Fixed Asset Notification Forms which we'll work on. And I also have the draft Ordinance modifying the weight restrictions on Epworth Road that you can consider between now and the next meeting.

**Commissioner Saylor:** Okay.

**Todd Glass:** That's it.

**Commissioner Saylor:** Thank you, Sir.

**COUNTY AUDITOR  
PAYROLL – DECEMBER 4, 2020**

**Commissioner Saylor:** Next item on the agenda is our County Auditor.

**Auditor Stevens:** Alright, let's start off, Debbie Stevens, Warrick County Auditor, I'll start off with Payroll. In the cases of the two (2) payrolls, the past two (2) payrolls, there are the same departments Non-Certified. Prosecuting Attorney, Commissioners, Courthouse, Child Support, Pretrial Diversion, VOCA, which is under the Prosecutor; Office of Prosecuting Attorney. So, those are all Non-Certified. First payroll is December 4<sup>th</sup>, for the amount of four hundred ninety-five thousand six hundred seventy-seven dollars and seventeen cents (\$495,677.17). That's four-nine-five-eight (4958)...I'm sorry, six (6)...let me start over, please. Four-nine-five-six-seven-point-seventeen (\$495,677.17).

**Commissioner Phillippe:** Make a motion to approve the Payroll.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

*(December 4, 2020 Payroll is located on Pages 50 through 51 of these Official Minutes)*

**PAYROLL – DECEMBER 18, 2020**

**Auditor Stevens:** Payroll, December 18<sup>th</sup>, five hundred twelve...five hundred twelve thousand dollars... five hundred twelve thousand seven hundred twenty-two dollars and sixty-four cents (\$512,722.64). That's five-one-two-seven-two-two-point-six-four (\$512,722.64).

**Commissioner Saylor:** Got a motion?

**Commissioner Phillippe:** Make a motion to pay the Payroll.

**Auditor Stevens:** Okay.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

*(December 18, 2020 Payroll is located on Page 51 of these Official Minutes)*

**PAYROLL – SHERIFF'S HOLIDAY PAY**

**Auditor Stevens:** One (1) more Payroll. This is for Sheriff's Holiday Payroll. Eighty-eight thousand (\$88,000.00)...this is dated by the way, December 17<sup>th</sup>. Eighty-eight thousand two hundred twenty-nine dollars and fifty cents (\$88,229.50). That's eight-eight-two-two-nine-point-fifty (\$88,229.50).

**Commissioner Phillippe:** I apologize, Debbie. What was the date on that one (1)?

**Commissioner Saylor:** December 17<sup>th</sup>.

**Commissioner Phillippe:** 17<sup>th</sup>. Make a motion to approve the Sheriff's Payroll.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

Commissioner Saylor: Aye. Motion carries two, zero (2-0).

Auditor Stevens: Alright, thank you.

*(Sheriff's Holiday Payroll is located on Page 52 of these Official Minutes)*

### **TREASURER'S MONTHLY REPORT**

Auditor Stevens: I have the County Treasurer's Monthly Report to enter into the minutes.

*(Treasurer's Report is located on Page 52 of these Official Minutes)*

### **CERTIFIED CLAIMS**

Auditor Stevens: Next, I have Claims, Certified. This includes all of the tax, all of the property excise, the tax, all of the property, excise, CVET, and FIT tax distribution in the amount, which includes all other claims in the same period. Thirty-three million three hundred seventy thousand two hundred ninety dollars and fifteen cents (\$33,370,290.15). Three-three-three-seven-zero-two-nine-zero-point-one-five (\$33,370,290.15).

Commissioner Saylor: Do I have a motion to pay...

Auditor Stevens: It was another early settlement at that Auditor's Office.

Commissioner Saylor: Good job.

Commissioner Phillippe: Great.

Auditor Stevens: Pretty proud of that. Thank you.

Commissioner Saylor: Do I have a motion to pay the Claims?

Commissioner Phillippe: I make the motion.

Commissioner Saylor: Second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (Correction: The count was 2-0 as only two Commissioners were present for voting).

*(Certified Claims are located on Pages 52 through 57 of these Official Minutes)*

### **NON-CERTIFIED CLAIMS**

Auditor Stevens: Okay, last I have Non-Certified Claims. The first is a Quill claim which includes a Cinnabon coffee, hot cocoa, and candles. Total amount of the claim is one hundred ninety-seven dollars and eighty cents (\$197.80). This is the Health Department.

Commissioner Phillippe: What's the uncertified amount?

Auditor Stevens: Do you want all of them?

Commissioner Phillippe: Just the total uncertified portion.

Auditor Stevens: Or you want them one (1) at a time?

Commissioner Saylor: We'll take all of them. But, what he's asking, what was the uncertified amount on that one (1)?

Auditor Stevens: The uncertified amounts coffee, twelve-twenty-eight (\$12.28); cocoa, eleven-forty-five (\$11.45); another twelve (12) K-cup of, another twelve (12) K of coffee, twelve dollars and twenty-seven cents (\$12.27). And I believe they also had the candles on here. You know, it looks like, it looks like the candles might have been just a, normally, I mean, what State Board of Accounts says is you don't take the gifts. You always take the discount. And so, there is gifts on there of candles.

Commissioner Saylor: Okay.

Auditor Stevens: I can talk with the department about that.

Commissioner Saylor: Okay.

Auditor Stevens: And just let them know that if there is an offer, they should take it in a discount. You ready for the next?

Commissioner Saylor: Yeah.

Commissioner Phillippe: Yep.

Auditor Stevens: Okay. Alright, so, we have also, DeBra-Kuempel. This is for equipment, refrigerator/freezer maintenance. This is for the Health Department. The total is nine hundred fifty-five dollars (\$955.00). No contract, no

**Commissioner Saylor:** Okay, Aaron sent me a note on this. Only company in the area that can complete the inspection based on ISDH requirements.

**Auditor Stevens:** Okay.

**Commissioner Saylor:** We questioned that.

**Auditor Stevens:** We have Town Square Furnishings, office furniture, this is Commissioners. Thirteen thousand five hundred forty-seven dollars and forty cents (\$13,547.40). Again, no competitive bids or quotes.

**Commissioner Saylor:** Yeah, there was.

**Auditor Stevens:** That's all per your Purchasing Policy.

**Commissioner Saylor:** We got quotes on that. Heather, didn't we get quotes on that? What...?

**Auditor Stevens:** They were not competitive quotes. There were two (2) quotes from the same company, from the same business.

**Commissioner Saylor:** No, cause one (1) of them like a crazy amount like...

**Commissioner Phillippe:** Yeah.

**Commissioner Saylor:** Can you come up here and address that pretty quick, please?

**Heather Soberg:** Heather Soberg, Assistant Administrator/HR Manager. There were quotes that received, they were funneled through the same company, but they were two (2) separate companies actually providing the information and then we also reviewed any opportunity with any of our vendors that we use for office supplies and just found those items to be subpar.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** I might add that the original furniture is premanufactured and was not going to get here on time and so, it was handmade from solid wood.

**Heather Soberg:** Yeah.

**Commissioner Phillippe:** For half the price.

**Heather Soberg:** Yeah, for less. Absolutely.

**Commissioner Saylor:** Yeah, I'm amazed by the quality. The wood's thicker than, so, it was a good job.

**Heather Soberg:** Yeah.

**Commissioner Saylor:** But, I knew you got some other quotes on that. So. Okay.

**Auditor Stevens:** Okay, Meyer Truck Equipment. This is for a Sierra, a Ranch Sierra camper shell with a deck to pull out a storage unit. This is through EMA. No quotes. No bids. No competitive bids or quotes. Does not follow County policy, Purchasing Policy. Total, three thousand dollars...three thousand sixty-five dollars (\$3,065.00).

**Commissioner Saylor:** I thought he got bids on this.

**Commissioner Phillippe:** I think, I think EMA gets bids on everything they do. I've seen them get bids on very inexpensive items.

**Auditor Stevens:** They're not submitting them with their purchases. There's no contracts or agreements and then there's no competitive quotes.

**Commissioner Phillippe:** Can I ask a question? I'm just trying to understand.

**Auditor Stevens:** Yes.

**Commissioner Phillippe:** You say, does not follow County Purchasing Policy.

**Auditor Stevens:** Correct.

**Commissioner Phillippe:** I've heard you reference an Ordinance. What Ordinance is it that you're stating it doesn't follow?

**Auditor Stevens:** Well, it's your Ordinance for purchasing.

**Commissioner Phillippe:** Which one? What's the number?

**Auditor Stevens:** Commissioners. You know, I used to have it in my binder and I'd bring it to every meeting waiting for you to ask. But, I don't have it with me tonight.

**Commissioner Phillippe:** Can you let me know that?

**Auditor Stevens:** I can. Yes.

**Commissioner Phillippe:** Thank you.

**Auditor Stevens:** And then the last purchase is mobile morgue, a twenty (20) body capacity, forty-two thousand five hundred (\$42,500.00). This is also EMA, same thing. Doesn't follow County Purchasing Policy, no competitive quotes or bids.

**Commissioner Saylor:** Again, I think that's another, I know I heard several different bids and...

**Commissioner Phillippe:** Prices.

**Commissioner Saylor:** Prices and quotes and so, I don't know...

**Commissioner Phillippe:** Availability.

**Commissioner Saylor:** Yeah. So...

**Auditor Stevens:** Well, if they, if they would like to, you know, forward those to me then I'd be happy to run them through as Certified. I can go back and make the changes on these claims, any one (1) of them, if you can provide me with the competitive bids and quotes.

**Commissioner Saylor:** So, you don't, you don't send them, if you don't get that, you just non-certify it? So, so you're saying the Office Holder doesn't know that? I mean do they know this is a Non-Certified Claim?

**Auditor Stevens:** It's your policy, it's your legislation for purchasing and we should all be following it.

**Commissioner Saylor:** No, I didn't, didn't ask that.

**Auditor Stevens:** Okay.

**Commissioner Saylor:** Do they know that you're bringing this to the Commissioners as a Non-Certified?

**Auditor Stevens:** We ask. We do ask for quotes. This is, first of all, had to ask for an itemized invoice on the morgue. And you know, I can't tell you one hundred percent (100%) sure, but if you're going to make a forty-two thousand five hundred dollar (\$42,500.00) purchase, you need to know what the Purchase Policy is, and normally, those quotes and bids would come with the claim to our department just to show us that they did follow the policy.

**Commissioner Phillippe:** I think what he's asking is...

**Auditor Stevens:** Maybe, pardon me?

**Commissioner Phillippe:** I think what he's asking is what I'm asking, you used to have a process come out of your office that included a pink slip, right? Is that, was a pink slip given to them on these?

**Auditor Stevens:** Um, we didn't have an itemize invoice and they also, it did not have the Council President's signature for the Rainy Day Fund is what they were running it through. So, that is what I sent the claim back for, yes. And I'm not sure if I still, if I answered your question.

**Commissioner Phillippe:** I don't think you did.

**Auditor Stevens:** Okay. You're asking me if I asked that?

**Commissioner Phillippe:** Did you, did you send a pink slip? Did you send a pink slip for these claims?

**Auditor Stevens:** I can ask that, but I feel like this is your policy, your legislation for purchasing, and I bring them to you every meeting, Mr. Phillippe. I bring Non-Certifieds that do not follow County Policy to you every single meeting. Every single meeting.

**Commissioner Phillippe:** Still haven't answered it.

**Auditor Stevens:** Okay. Did I ask that on this specific claim?

**Commissioner Phillippe:** Did you send a pink slip for these claims?

**Auditor Stevens:** I can't prove that I did. It's not on the pink slip. I can't prove that I did.

**Commissioner Phillippe:** Okay.

**Commissioner Saylor:** Okay.

**Kristine Georges:** Debbie?

**Auditor Stevens:** Yes.

**Kristine Georges:** The Ord...the pol...Purchasing Policy Ordinance is Ordinance 2017-26 and I have emailed it to you.

**Commissioner Phillippe:** Thank you.

**Auditor Stevens:** Thank you, Kristine.



**Commissioner Saylor:** 2017-26.

**Commissioner Phillippe:** Okay.

**Commissioner Saylor:** Alright. So, do I have a motion on the Non-Certifieds, or is there any more discussion on them?

**Commissioner Phillippe:** I don't.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** I'll make a motion to approve the claims.

**Commissioner Saylor:** Second. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Auditor Stevens:** Alright, thanks.

*(Non-Certified Claims are located on Page 57 of these Official Minutes)*

### **COUNTY ENGINEER/HIGHWAY**

**Commissioner Saylor:** Next item on the agenda is our County Highway Engineer. Mr. Howard?

**Bobby Howard:** I have nothing tonight.

**Commissioner Saylor:** Thank you, Sir.

### **COUNTY PURCHASING PEST CONTROL QUOTES TAKEN UNDER ADVISEMENT**

**Commissioner Saylor:** Next item on the agenda is our County Purchasing. Joe?

**Joe Grassman:** Excuse me. Joe Grassman, Purchasing Manager. The first item I have is the consideration of the pest control contract for the County in lieu of the quotes we received some time ago.

**Commissioner Saylor:** Joe, I, I kind of looked through those and, and I was going to, they've been on my desk for a while. I know we've kicked this down the road a little bit. Looking at them, reading, constant, I think I'm going to shut my door and put 'out of service' on there. Like 'do not enter'. So, I wasn't able to get through all of them.

**Joe Grassman:** Okay.

**Commissioner Saylor:** I did read some of them. Seemed like there was some quotes that said, we're gonna, we're gonna service your account, you know, once a month. Some of them every two (2) weeks and that kind of thing. In your, if, what's your, do you have a recommendation of one (1) of these based on service, quality, value?

**Joe Grassman:** I do. Roger and I actually went through independently, all the proposals. He made a list of notes. I made a list of notes. We sat down in my room and talked about it. We were pretty much in agreement on everything. And so from that came, what I have is the list, couple pages of what I call observations of each of the quotes. Bottom line, what, as far as I read it, there were only two (2) that I would even consider. That would be ARAB and Action. And between the two (2), there was just, in my mind, to be quite honest with you, ARAB was by far the, showed the most professional and most comprehensive, most detailed, and most substantive proposal over all. That being said, that in combination with, in my opinion again, ARAB has been our vendor for, since 2007. In my opinion, they've done a top notch job. Roger and I talked about this. Usually, when there's a complaint, they would come to us, either me or Roger or Susie. We didn't have any record of anything being what I would call a complaint other than just, we would have notification of a pest. We used to have mice in the Area Planning before we remodeled because of some of the structural problems of the building. And they, they had, like a, I don't know, a dining area back there that kind of, food would sit out, one (1) thing or another. And then we'd have a roach here and there. But, those situations are always handled immediately and I think to everybody's satisfaction. So...

**Commissioner Saylor:** That's the only thing that I've heard, Joe, was that there's a bug here and there.

**Joe Grassman:** Yeah.

**Commissioner Saylor:** And that kind of thing. And it's not pest elimination. It is pest control. You know.

**Joe Grassman:** Yeah.

**Roger Emmons:** I totally agree with Joe. It's been immediately responsive with our calls if something comes up. I mean, they're Johnny on the spot taking care of it.

**Joe Grassman:** And I, the last call I recall, I didn't really get the complaint. But, there was a roach found in the...

**Roger Emmons:** Judicial Center.

**Joe Grassman:** Auditor's Office, Drew or somebody called, no, BJ called, or she sent an email. We went over there. Well, I didn't go over there. We sent ARAB over there. I think they took care of it. When I did the walkthrough for this proj...for these proposals, I was with the, I was with another vendor actually and Drew came in and

I asked him about that roach. He said, yes, indeed they found one (1). One (1) roach and so we're not talking about an infestation. We're talking about one (1) roach. And ARAB came up and took care of it. And I think that it happened once before like eight (8) months earlier according to Drew.

**Auditor Stevens:** There were these old cards in our offices when we first came in there, that was evidence they may have come in and did something and then it didn't look like we had it. Maybe we didn't have a contract for service.

**Joe Grassman:** Did you have a problem?

**Auditor Stevens:** We never, they never came in and checked things.

**Joe Grassman:** Did you have issues?

**Auditor Stevens:** No.

**Joe Grassman:** Okay. Alright.

**Roger Emmons:** And one (1) thing, Joe, I'm sorry to interrupt.

**Joe Grassman:** Go ahead.

**Roger Emmons:** We pointed out there's packages, boxes being delivered to the Judicial Center as well as this building practically daily. So, they can come in that way.

**Commissioner Saylor:** Oh, yeah. They can get brought in.

**Roger Emmons:** Billions of insects.

**Commissioner Saylor:** Just for disclosure, I used to have a pest control business.

**Joe Grassman:** One (1) thing real quickly, there was a couple, ARAB was not the cheapest. There were a couple that were cheaper. One (1) of them, I wouldn't consider at all. The other one (1), in my opinion, I'm calling it a foot in the door price. I think if, I think that they're low cause they want to get the business. I don't think they can continue at that level and do a good job.

**Commissioner Phillippe:** Joe, am I correct, I didn't memorize the proposals, but the one (1) thing I did notice when I looked at ARAB's proposal, it was very detailed. I know what they're going to do on an ongoing basis.

**Joe Grassman:** Yeah.

**Commissioner Phillippe:** And with the others, I think with all of the others, it wasn't as detailed. Let's just leave it at that.

**Roger Emmons:** Right.

**Commissioner Saylor:** Well, and to Debbie's point, I think what she was getting at, they put in those boxes, those sticky traps and they, and they don't, they didn't come out and change them.

**Auditor Stevens:** Right.

**Commissioner Saylor:** And, I think that was her point. And I've noticed that too where sometimes there's dates on them, sometimes there's not. You can tell if one's been sitting around over two (2) or three (3) months. You know, been there a year, you know, it's pretty soiled and that kind of thing. And so that's my only thing is, hey, I just want to make sure if we're paying for the service, that we get those every three (3) months or whatever the contract says. That's been my only comment about them and, you know, I actually followed the guy around in this building and, you know, can't say I was overly impressed by the amount of chemical he put down. But, you know, as long as those things are addressed, I'm good with it.

**Joe Grassman:** And I'd be glad to do that. I think you're right.

**Commissioner Saylor:** And, and I agree, ARAB, they did put together a very good proposal, detailed, pictures, you know, and that kind of thing.

**Commissioner Phillippe:** You might mention to them, Joe, I mean it's, I can almost envision a thing where the put a new glue trap down and don't pick up the old one (1). So, maybe when you talk to them, you can ask them to be very detailed.

**Joe Grassman:** Yeah, I think that's no problem. I would definitely do that.

**Commissioner Saylor:** Yeah. Yeah. And I know sometimes they get kicked underneath heaters, you know, and I think that's one (1), where it was. It's was in one (1) of our entryways. I found it underneath the heater and it'd been there a long time. Anyway, so, do we need a motion on this to approve this then?

**Roger Emmons:** Yes.

**Commissioner Saylor:** Okay, so I make a, or, Terry, you want to make a motion?

**Commissioner Phillippe:** I'll make a motion to approve the pest control contract with ARAB Pest Control.

**Commissioner Saylor:** And I'll second that. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0).

**Joe Grassman:** One (1) other thing on this, I got bids for them doing almost all our buildings. Now, there's some people, like right now, I know the Solid Waste is on, they're with Action, and I talked to Michele about it. And she, she really likes these guys. You know, so, there may be some of the buildings that we bid that may not go. So, you know, the price may not be, the quote price was four thousand six hundred sixty dollars (\$4,660.00) for a year for all the buildings that we bid.

**Commissioner Saylor:** Who do they use?

**Joe Grassman:** Action.

**Commissioner Saylor:** Oh. Okay.

**Joe Grassman:** So.

**Commissioner Phillippe:** That's a separate entity, so there's probably not a whole lot we can do with that.

**Joe Grassman:** So, I'll have to get, I'll have to get with all these different buildings except the ones we know about and make sure everybody wants to be on contract. So, that, you know, there may be some alteration in the final number, I guess.

**Commissioner Phillippe:** Just curious, was the new storage facility on there. Or is that Ohio Township's responsibility? Or?

**Commissioner Saylor:** Well, its two-thirds (2/3)...two-thirds (2/3) ours, one-third (1/3) theirs.

**Joe Grassman:** I don't believe I had that on there, no. That it, yeah, no, it's not on there. But, it could be. It could be.

**Commissioner Saylor:** Yeah, that's something that probably would need rodent control. Cause I know there's going to be food storage in there at some point.

**Joe Grassman:** Well, yeah, and they're having a little bit of a problem at the Storm Water now with rodents. And I know ARAB went out there and did some extra work.

**Commissioner Saylor:** Okay.

**Joe Grassman:** Alright. Thank you.

**Commissioner Saylor:** Thank you, Joe.

*(ARAB Acceptance is located on Page 58 of these Official Minutes)*

### **MULZER CONTRACT**

**Joe Grassman:** And one (1) last thing is the Mulzer Contract. I, I sent you an email about this. We got the annual, I just basically call it the annual price increase letter from Mulzer.

**Commissioner Saylor:** Like UPS.

**Joe Grassman:** Yeah, and of course our prices were raised on an average of nine and a half percent (9 ½%) on every item across the board which is consistent with, with the higher prices that we've been receiving every year since 2017 when Mulzer sold out to a company from Dublin, Ireland. The other thing is, we know, all of us know from dealing with them that Mulzer controls, completely controls the aggregate market here in the area from production to final sale. Wholesale, retail, everything is controlled by them. So, that puts us in a precarious position. We either accept their prices or we're not going to have some of the products we need from them, for the Highway Department to operate and keep our roads the way we want them. So, there's a, there's a code in the Indiana Code. It's Indiana Code 5-22-10-13. It's special purchasing code and it applies to, in this case, we would classify it as sole source. Our only source for a product or service or whatever. And that being said, we, since it is a sole source, it does fall under the special purchasing rules of that code that says, basically, you do not have to go out and try to find competitive bids. You can go ahead and award and contract with whatever company it is that's in that position. Of course, makes sense that they're the only one (1) in the area that has the product, but what are you going to do.

**Commissioner Saylor:** What are you going to do?

**Joe Grassman:** So, so, I don't know, Bob, Bobby, I don't know, you haven't, what do you think? You've talked about me calling Mr. Cane and seeing if we can get him to back down on that.

**Bobby Howard:** Yeah, to me, with our budgets being frozen into the next year, I don't know if we can call and just explain that to them and see if they're willing to lower their prices a little bit.

**Roger Emmons:** It's worth a try. All he can do is say, no.

**Commissioner Saylor:** Yeah.

**Joe Grassman:** I'd be glad to do that. Or Bobby, either one (1) of us.

**Bobby Howard:** You can go ahead, I think you have a rapport with them, I think.

**Commissioner Saylor:** I, you know, I, Joe, I think that's the least we can ask, you know, since the COVID and our budgets have been frozen. If you can make that phone call. What's it going to hurt? You know?

**Joe Grassman:** Okay, alright. As long as we have, you know, decided by the end of the year. That's when the contract ends. So, we should be alright.

**Commissioner Saylor:** Okay.

**Joe Grassman:** I'll bring it to the next meeting.

**Commissioner Saylor:** Thank you, Sir.

**Joe Grassman:** Alright.

**Commissioner Phillippe:** Thank you.

**Joe Grassman:** Thank all of you.

**Roger Emmons:** There you go.

**Commissioner Saylor:** So, do we need, do we need to table that then since it's on the agenda and we take action on it?

**Todd Glass:** If it's on the agenda, yes.

**Commissioner Saylor:** So, I make a, you want to make a motion to table it, Terry?

**Commissioner Phillippe:** Make a motion to table the Mulzer Contract.

**Commissioner Saylor:** I'll second that to our December 28<sup>th</sup> meeting, table. Okay. All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries two, zero (2-0). Okay. County Sheriff we've already done.

The rest of this page left intentionally blank.

**COMMISSIONER ITEMS FOR DISCUSSION**

Commissioner Saylor: Commissioner Phillippe, do you have anything?

Commissioner Phillippe: Nothing.

Commissioner Saylor: I, I don't have anything. So, need a motion.

Commissioner Phillippe: Motion to adjourn.

Commissioner Saylor: Second. All in favor say, aye.

Commissioner Phillippe: Aye.

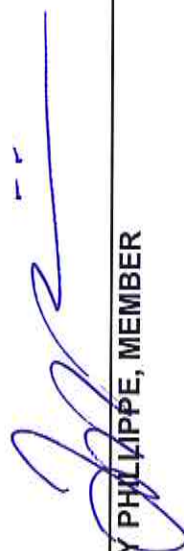
Commissioner Saylor: Aye. Motion carries two, zero (2-0). Meeting adjourned.

ADJOURNMENT: Meeting adjourned at 5:46 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

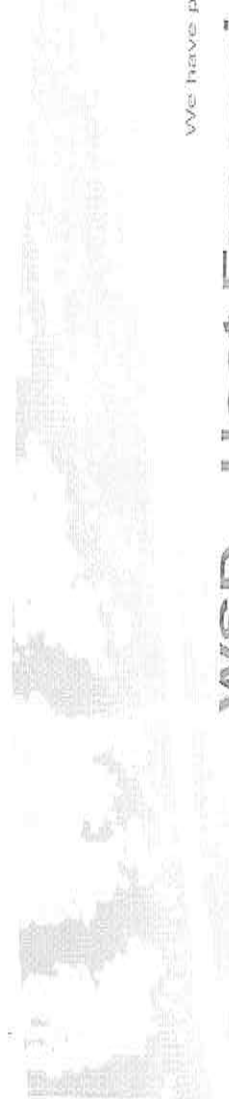
  
\_\_\_\_\_  
DAN SAYLOR, PRESIDENT

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

  
\_\_\_\_\_  
TERRY PHILLIPPE, MEMBER

ATTEST:  
  
\_\_\_\_\_  
DEBORAH K. STEVENS, AUDITOR  
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges



# WSD - Host Expansion Quote

Quote # 001365 v1

We have prepared a quote for you

Prepared for:  
**Warrick County Sheriff Dept**

Prepared by:  
**Ty Eblen**

November 09, 2020



### Cisco

Manufacturer	Product Details	Price	Qty	Ext Price
Cisco	Cisco UCS B200 M5, DDR4 - 16 GB - DIMM 288-pin - 2933 MHz / PC4-23400 - 1.2 V registered - ECC - for UCS C220 M5, C240 M5, C240 M5L, S3260 M5, SmartPlay Select B200 M5	\$455.64	4	\$1,822.56
Cisco	Cisco Hard drive - 4.2 TB - hot-swap - 2.5" - 7200 RPM - 7.2 MBps - 3.5" SATA - 6 Gbps - remanufactured - for UCS SmartPlay C220 M4S, SmartPlay Select B200 M4, SmartPlay Select C240 M4SX	\$442.00	12	\$5,315.88
Cisco	Cisco Hard drive - 1.5 TB - hot-swap - 2.5" - 7200 RPM - 7.2 MBps - 3.5" SATA - 6 Gbps - remanufactured - for UCS SmartPlay C220 M4S, SmartPlay Select B200 M4, SmartPlay Select C240 M4SX	\$442.89	6	\$2,657.94
Subtotal:				\$9,796.38

### KS Services

Manufacturer	Product Details	Price	Qty	Ext Price
	Professional Services - T&M	\$162.00	40	\$6,480.00
Subtotal:				\$6,480.00

### WSD - Host Expansion Quote



Prepared by:  
**Evansville**  
**Ty Eblen**  
tyeb@kellerschroeder.com

Prepared for:  
**Warrick County Sheriff Dept**  
100 State Road 62 West  
Shelby, WI 53081  
(812) 697-6180  
twilliams@warrickcountysheriff.com

Quote Information:  
Quote #: 001365  
Version: 1  
Created: 11/09/2020  
Expiration Date: 12/03/2020



### Quote Summary

Manufacturer	Subtotal	Manufactured Total	Total
Cisco	\$9,796.38		\$9,796.38
KS Services	\$6,480.00	\$16,276.38	\$16,276.38
			<i>31, 16, 376. 38</i>

Pricing subject to change at any time. KellerSchroeder does not include on any other services unless otherwise noted. KellerSchroeder is not responsible for any other services already in place. Proposal assumes proper cabling is already in place. Rescheduling fees WILL apply to any match orders returned after 30 days. \*\*\*This document is a CONFIDENTIAL proposal and is solely intended for the use of the intended recipient. This document may not be shared with any other parties without written permission from Keller Schroeder.

### Evansville

Signature:   
Name: Ty Eblen  
Title: Sales Account Manager  
Date: 11/04/2020

Warrick County Sheriff Dept  
by Warrick County Commissioner  
Signature:   
Name: Dan Saylor, President  
Date: 12/14/2020



# WSD - 10G Switching Quote

Quote # 001418 v1

We have prepared a quote for you

Prepared for:  
**Warrick County Sheriff Dept**

Prepared by:  
**Ty Eblen**

November 10, 2020



**Products**

Manufacturer	Product Details	Price	Qty	Ext. Price
CISCO ENTERPRISE NETWORKS	Cisco Catalyst 9200 - Network Essentials - switch, L3 - managed - 8 x 10G ports, 10/100/1000 (PoE+) - rack-mountable - PoE+ (370 W)	\$2,853.95	2	\$5,707.90
Cisco Systems	Cisco Solution Support - Extended service agreement - replacement 9x5 - response 24PXG-E+, C9200-24PXG-E+	\$369.00	2	\$738.00
Cisco Systems	SOLN SUPP SW SUBC9200 Cisco DNA Ease	\$18.30	2	\$36.60
CISCO ENTERPRISE NETWORKS	Cisco Digital Network Architecture Essentials - Term License (3 Years) - 24 ports - for P/N: C9200-DNA-E-24250-24PXG-E, C9200-24T-E, C9200-DNA-E-24250-24PXG-E, C9200-24T-E, Catalyst 9200, 9200L	\$355.04	2	\$710.08
CISCO ENTERPRISE NETWORKS	Cisco - Network stacking module - for Catalyst 9200, 9200L	\$971.01	2	\$1,942.22
Cables To Go	7 ft. Cat 6a Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$14.29	6	\$85.74
Recurring Subtotal:				\$710.08
Subtotal:				\$9,661.54

Quote#001418 v1

Page: 2 of 3

## WSD - 10G Switching Quote



Prepared by:  
**Evansville**  
**Ty Eblen**  
teblen@kellerschroeder.com

Prepared for:  
**Warrick County Sheriff Dept**  
100 State Road 62 West  
Sherry Williams  
(812) 897-8180  
swilliams@warrickcountysheriff.com

Quote Information:  
Quote #: 001418  
Version: 1  
Quote Date: 11/10/2020  
Expiration Date: 12/10/2020

### Quote Summary

Description Products	Subtotal:	Estimated Tax:	Total:	Amount
	\$8,661.54	\$606.34	\$9,267.88	\$8,661.54
				\$606.34
				\$0,267.86
				\$9,267.86

### Recurring Expenses Summary

Description Products	Recurring Total:	Amount
		\$710.08
		\$710.08

Pricing subject to change at any time. Proposal does not include installation or any other service unless otherwise noted. Keller Schroeder Network Solutions Group (NSG) services are available on an hourly rate basis plus travel and expenses. Pricing limited to quantities ordered. If the quantity is reduced the price is subject to change. Restocking fees WILL apply to any merchandise returned after 30 days.

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

Evansville

Warrick County Sheriff Dept

Signature:   
Name: Ty Eblen  
Title: Select Account Manager  
Date: 11/10/2020

Signature: \_\_\_\_\_  
Name: Dan Saylor, President  
Date: \_\_\_\_\_

Quote#001418 v1

Page: 3 of 3



STATE OF INDIANA  
COUNTY OF WARRICK

} SS:  
}

2020R-014218  
WARRICK COUNTY RECORDER  
12/15/2020 03:40:31 PM  
PAGE: 2

BEFORE THE BOARD OF COMMISSIONERS  
OF WARRICK COUNTY, INDIANA

RESOLUTION OF THE PETITION  
FOR A  
AND DRAINAGE EASEMENT VACATION  
ON LOT 1 & 2, SPRING LAKE SUB 2001R-000306

AN ORDINANCE TO VACATE A CERTAIN PUBLIC UTILITY AND DRAINAGE  
EASEMENT 2001R-000306 IN WARRICK COUNTY, INDIANA

Vacation No. 2020-289

Be it ordained by the Board of County Commissioners of Warrick County, Indiana as follows:

Section 1. Pursuant to IC 36-7-3-12, a petition was presented to the Board of County Commissioners of Warrick County, Indiana requesting that the public utility and drainage easement described in Section 3 below be vacated.

Section 2. That after due and proper notice, a public hearing was held by the Board of County Commissioners of Warrick County, Indiana at which time all interested persons were permitted to address said Board.

Section 3. That the Board of County Commissioners of Warrick County, Indiana after due investigation and consideration have determined that the public utility and drainage easement described herein is no longer of any benefit to the public and that the public interest would be promoted by vacating the same as herein provided.

A Petition was filed with the Warrick County Recorder, as per that thereof, recorded in document 2001R-000306 in the Warrick County Recorder's Office and more particularly described as follows:  
Beginning at the Northeast corner of Lot 1, also being a westerly corner to Lot 2, thence along the east line of a platted 12' Public Utility and Drainage Easement, South 37 degrees 00 minutes 00 seconds West 236.44 feet to the East line of said Lot 1, thence South 37 degrees 02 minutes 05 seconds West 236.44 feet to the East line of a platted 12' Public Utility and Drainage Easement, thence along the East line of said platted easement and parallel with the right-of-way of Spring Lake Drive, thence along said easement and parallel with the right-of-way of Spring Lake Drive, thence along the East line of said platted easement and parallel with the North line of said Lot 1 and along the North line of said Lot 1, thence along the North line of said Lot 1 and along the Northeast corner of said platted 12' Public Utility and Drainage Easement, thence along the East line of said platted 12' Public Utility and Drainage Easement, thence along the East line of said platted 12' Public Utility and Drainage Easement, containing 0.065 acres, more or less.

Section 4. The County Auditor shall furnish a copy of the ordinance to the County Recorder for recording.

hereof. Section 5. This Ordinance shall be in full force and effect from and after the date hereof. PASSED this 14 day of December, 2020

BY: Robert Johnson, Commissioner  
BY: Terry Phillips, Commissioner

Debbie Stevens, Secretary of Warrick County Auditor

I affirm, under the penalties of perjury, that I have taken reasonable care to recast each social security number in the document, unless required by law. Chad A. Wagner

This instrument prepared by: Chad A. Wagner

APPROVED DEC 14 2020



2020R-014218  
WARRICK COUNTY RECORDER  
12/15/2020 03:40:31 PM  
PAGE: 3

WARRICK COUNTY COMMISSIONER DOCKET # 20-12-20-15  
PLAN COMMISSIONER ORDINANCE # 20-12-20-15  
AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA  
COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN  
REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY COMMISSIONERS OF WARRICK  
COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Map, dated February 2, 2009 and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the "A-1" & "R-1P" Districts as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

- All of Lot 1 in Anchor Lake Development, as per plat thereof, recorded in Document 2010R-00659 in the Warrick County Recorder's Office, Warrick County, Indiana and also part of Sections 21, 22, 27, 28, 33 and 34, Township 5 South, Range 9 West, in Council Township, Warrick County, Indiana and being more particularly described as follows:  
Commencing at the Southwest Corner of the Northeast Quarter of said Section 33; thence along the south line of said Quarter Section, South 89 Degrees 03 Minutes 57 Seconds East 1300.86 feet to a brass disk marking the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 33; thence along the south line of the Southeast Quarter of the Northeast Quarter of said Section 33, South 89 Degrees 03 Minutes 57 Seconds East 483.58 feet to the southeast corner of Ayrshire Lake Estates, Phase 1, as shown on the plat recorded in Document 2001R-014985 in the Office of said Recorder; thence along the eastern lines of said Ayrshire Lake Estates the following three (3) calls:  
North 01 Degree 19 Minutes 36 Seconds East 1763.33 feet; thence  
North 19 Degrees 17 Minutes 42 Seconds East 528.54 feet; thence  
North 18 Degrees 39 Minutes 05 Seconds West 257.52 feet to the point of beginning; thence continue along the eastern lines of said Ayrshire Lake Estates the following ten (10) calls:  
North 64 Degrees 07 Minutes 45 Seconds West 753.55 feet; thence  
North 09 Degrees 32 Minutes 34 Seconds East 477.88 feet; thence  
North 00 Degrees 59 Minutes 02 Seconds West 175.05 feet; thence  
North 02 Degrees 06 Minutes 05 Seconds East 175.07 feet; thence  
North 02 Degrees 57 Minutes 31 Seconds East 320.81 feet; thence  
North 13 Degrees 16 Minutes 32 Seconds East 209.75 feet; thence

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WARRICK COUNTY RECORDERS OFFICE



North 13 Degrees 09 Minutes 47 Seconds East 179.41 feet; thence  
 North 12 Degrees 25 Minutes 46 Seconds East 300.46 feet; thence  
 North 06 Degrees 08 Minutes 42 Seconds East 261.18 feet; thence  
 North 01 Degree 09 Minutes 12 Seconds East 413.64 feet to the northeast corner of Lot 26 in  
 said Ayrshire Lake Estates; thence along the northern lines of said Lot 26 in said Ayrshire  
 Lake Estates the following three (3) calls:  
 South 78 Degrees 21 Minutes 52 Seconds West 518.06 feet; thence  
 South 79 Degrees 06 Minutes 13 Seconds West 228.87 feet; thence  
 South 76 Degrees 55 Minutes 08 Seconds West 706.49 feet to the southwest corner of Outlot  
 B in said Ayrshire Lake Estates; thence along the northern lines of said Outlot B  
 Degrees 40 Minutes 00 Seconds East 51.47 feet to the northwest corner thereof; thence  
 along the extended north line of said Outlot B, South 76 Degrees 55 Minutes 08 Seconds  
 West 31.85 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter  
 of said Section 28; thence along the west line of said Quarter Section, thence North  
 00 Degrees 37 Minutes 52 Seconds East 228.28 feet to the northwest corner thereof; thence  
 along the west line of the west line of the Northeast Quarter of said Section 28, North 00  
 Degrees 35 Minutes 46 Seconds East 662.22 feet to a point on an extended boundary line of  
 said Lot 1 in Anchor Lake Development; thence along said extended boundary line, South  
 89 Degrees 03 Minutes 24 Seconds East 35.00 feet; thence along the boundary of said Lot 1  
 the following five (5) calls:  
 North 00 Degrees 35 Minutes 46 Seconds East 1920.37 feet; thence  
 North 00 Degrees 43 Minutes 13 Seconds East 361.91 feet; thence  
 South 89 Degrees 22 Minutes 31 Seconds East 1370.91 feet to the beginning of a curve to  
 the right having a central angle of 19 Degrees 56 Minutes 41 Seconds, a radius of 594.10  
 feet and a chord dimension of South 79 Degrees 24 Minutes 11 Seconds East 205.76 feet;  
 thence  
 along the arc of said curve 206.81 feet; thence  
 South 69 Degrees 25 Minutes 50 Seconds East 2050.06 feet to a point on the boundary of a  
 tract of land conveyed to E. Lynn and Janet D. Johnson in Deed Document 2010R-006716  
 (Parcel ID in the Office of said Recorder; thence along the boundary of said Johnson tract  
 the following eleven (11) calls:  
 North 67 Degrees 02 Minutes 31 Seconds East 450.54 feet to the beginning of a curve to the  
 right having a central angle of 16 Degrees 41 Minutes 34 Seconds, a radius of 2300.00 feet  
 and a chord dimension of North 75 Degrees 25 Minutes 18 Seconds East 841.91 feet; thence  
 along the arc of said curve 844.90 feet; thence  
 North 83 Degrees 44 Minutes 05 Seconds East 556.85 feet; thence  
 South 1 6 Degrees 37 Minutes 00 Seconds East 596.43 feet; thence

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 WARRICK COUNTY  
 CLERK OF COURTS

South 10 Degrees 16 Minutes 57 Seconds East 224.52 feet to the beginning of a curve to the  
 right having a central angle of 24 Degrees 23 Minutes 22 Seconds, a radius of 1429.00 feet  
 and a chord dimension of South 01 Degree 54 Minutes 44 Seconds West 603.71 feet; thence  
 along the arc of said curve 608.29 feet to the beginning of a curve to the right having a  
 central angle of 16 Degrees 47 Minutes 01 Second, a radius of 950.00 feet and a chord  
 dimension of South 22 Degrees 29 Minutes 56 Seconds West 223.29 feet; thence  
 along the arc of said curve 224.09 feet; thence  
 South 30 Degrees 53 Minutes 26 Seconds West 527.72 feet to the beginning of a curve to the  
 left  
 having a central angle of 26 Degrees 21 Minutes 14 Seconds, a radius of 1300.00 feet and a  
 chord dimension of South 17 Degrees 42 Minutes 49 Seconds West 592.69 feet; thence  
 along the arc of said curve 597.95 feet to the beginning of a curve to the left having a central  
 angle of 24 Degrees 37 Minutes 32 Seconds, a radius of 950.00 feet and a chord dimension  
 of South 07 Degrees 56 Minutes 34 Seconds East 410.57 feet; thence  
 along the arc of said curve 413.83 feet; thence  
 South 20 Degrees 25 Minutes 20 Seconds East 559.19 feet to a corner of a tract of land  
 conveyed to Stratman Family Properties, LLC in Deed Document 2005R-010906 in the  
 Office of said Recorder; thence along the boundary of said Stratman tract the following  
 twelve (12) calls:  
 South 23 Degrees 20 Minutes 52 Seconds East 719.81 feet to the beginning of a curve to the  
 right having a central angle of 19 Degrees 43 Minutes 23 Seconds, a radius of 681.00 feet  
 and a chord dimension of South 13 Degrees 29 Minutes 13 Seconds East 375.80 feet; thence  
 along the arc of said curve 378.65 feet to the beginning of a curve to the right having a  
 central angle of 28 Degrees 14 Minutes 38 Seconds, a radius of 770.00 feet and a chord  
 dimension of South 10 Degrees 30 Minutes 00 Seconds West 375.81 feet; thence  
 along the arc of said curve 379.65 feet; thence  
 South 24 Degrees 37 Minutes 29 Seconds West 187.73 feet to the beginning of a curve to the  
 right having a central angle of 23 Degrees 36 Minutes 07 Seconds, a radius of 700.00 feet  
 and a chord dimension of South 41 Degrees 25 Minutes 22 Seconds West 404.67 feet;  
 thence  
 along the arc of said curve 410.53 feet; thence  
 South 58 Degrees 13 Minutes 36 Seconds West 154.76 feet to the beginning of a curve to the  
 right having a central angle of 39 Degrees 05 Minutes 45 Seconds, a radius of 900.00 feet  
 and a chord dimension of South 77 Degrees 46 Minutes 28 Seconds West 602.27 feet;  
 thence  
 along the arc of said curve 614.12 feet; thence  
 North 82 Degrees 40 Minutes 39 Seconds West 497.67 feet; thence  
 North 80 Degrees 13 Minutes 25 Seconds West 446.28 feet; thence

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 WARRICK COUNTY  
 CLERK OF COURTS

North 81 Degrees 43 Minutes 17 Seconds West 405.58 feet to the beginning of a curve to the  
 left  
 having a central angle of 23 Degrees 04 Minutes 15 Seconds, a radius of 1100.00 feet and a  
 chord dimension of South 86 Degrees 44 Minutes 55 Seconds West 439.94 feet; thence  
 along the arc of said curve 442.93 feet; thence  
 South 75 Degrees 12 Minutes 28 Seconds West 260.71 feet to a corner of a tract of land  
 conveyed to Stratman Family Properties, LLC in Deed Document 2003R-004502 Parcel  
 1 in the Office of said Recorder; thence along the boundary of said Stratman tract the following  
 seven (7) calls:  
 South 56 Degrees 19 Minutes 06 Seconds West 147.64 feet; thence  
 North 20 Degrees 07 Minutes 18 Seconds West 45.51 feet to the beginning of a curve to the  
 left  
 having a central angle of 43 Degrees 40 Minutes 03 Seconds, a radius of 225.00 feet and a  
 chord dimension of North 41 Degrees 57 Minutes 19 Seconds West 167.36 feet; thence  
 along the arc of said curve 171.48 feet; thence  
 North 63 Degrees 47 Minutes 21 Seconds West 176.65 feet; thence  
 North 72 Degrees 23 Minutes 17 Seconds West 97.22 feet; thence  
 North 38 Degrees 39 Minutes 06 Seconds West 158.94 feet; thence  
 North 81 Degrees 17 Minutes 39 Seconds West 39.50 feet to the point of beginning and  
 containing a Gross Area of 605.825 Acres, more or less.  
 Subject to all easements and rights-of-ways of record.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Which real estate is zoned and classified as part of the "A" & "F-P" District, as shown on the  
 aforesaid Warrick County Zoning District Maps, so that said above described real estate  
 shall be subject to the same as hereby rezoned and reclassified from said "A" & "F-P" District to  
 said "AUBURK-11D" District.

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 OCT 09 2020  
 WARRICK COUNTY  
 CLERK OF COURTS

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

  
President

Member  
  
Member  
BOARD OF COMMISSIONERS  
WARRICK COUNTY INDIANA

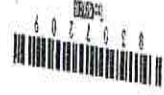
County Auditor: 

Date Approved: 12/14/2020 APPROVED DEC 14 2020

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

This document prepared by: Scott Bluedel, Cash, Wagner and Associates, PC  
414 Citadel Circle, Suite B, Evansville, IN 47715.

FILED  
OCT 08 2020  
WARRICK COUNTY CLERK



2020R-01-01216  
WARRICK COUNTY CLERK'S OFFICE  
RECORDED - 2020 RECEIVED - ON  
12/14/2020 09:00 AM  
PAGES: 2

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2020-31  
PLAN COMMISSION DOCKET # 2020-31  
AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA  
COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN  
REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF  
WARRICK COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and Ordinance, be and the same are hereby amended as follows:


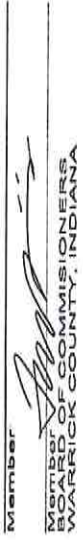
That the boundaries of the C-4, as shown on said Warrick County Zoning District Maps, be and the same are hereby amended as follows:  
Lots 13, 14, and 15 in the Corbett Plat of Belmont, Indiana, Section 11, as per plat thereof, recorded as Document Number 2008R-00206 in the Office of the Recorder of Deeds, Township 8 South, Range 5 West on Ohio Civil Township, Warrick County, Indiana, beginning at the Southeast Corner of said Quarter Section; thence along the South line of said plat; thence along the east line of said plat, North 00 degrees 00 minutes 52 seconds East; thence along the south line thereof, North 00 degrees 00 minutes 57 seconds East; thence along the West corner of said Lot 13; thence along said Lot 13 the following three calls: North 24 degrees East 141.42 feet; thence North 24 degrees 12 minutes 32 seconds East 266.88 feet to the three call; North 46 degrees 47 minutes 25 seconds East 306.00 feet to the following three call; North 00 degrees 00 minutes 23 seconds East 270.00 feet and a delta angle of 45 minutes 25 seconds East 200.65 feet; thence along the arc of said curve 212.08 feet; thence along the east line of said plat the following six calls: South 00 degrees 00 minutes 30 seconds East 29.90 feet; thence South 00 degrees 00 minutes 32 seconds East 200.65 feet; thence North 00 degrees 00 minutes 32 seconds East 29.90 feet; thence along the arc of said curve 212.08 feet; thence along the West corner of said Lot 14; North 00 degrees 00 minutes 52 seconds East 299.00 feet to the point of beginning; containing 0.57 acres (266,822 square feet) more or less.  
which said estate is now zoned and classified as part of the C-4 District, as shown on the W/O-4 District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

ATTEST:  
  
County Auditor

Date Approved: 12/14/2020

  
President  
Member  
  
Member  
BOARD OF COMMISSIONERS  
WARRICK COUNTY, INDIANA

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.  
  
Signature Printed Name Eric L. Obermeier  
This document prepared by Eric L. Obermeier of Morley.



2020R-01.1220  
PLAT BOOKS  
WARRICK COUNTY RECORDER  
RECORDED ON  
INDEXED ON  
REC. FEE: 0.00  
PAGES: 2

WARRICK COUNTY COMMISSIONERS DOCKET # PC-R-20-11  
PLAN COMMISSIONER ORDINANCE # PC-R-20-11  
AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA  
COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN  
REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY COMMISSIONERS OF WARRICK  
COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Maps dated February 1, 2005 and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the "A" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

Part of the Northeast Quarter of the Southwest Quarter of Section 35, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 35; thence along the north line of said Quarter Quarter Section, South 89 Degrees 47 Minutes 47 Seconds West 324.77 feet to the Northeast Corner of the West Half of the Northeast Quarter of the Southwest Quarter of said Section 35; thence along the east line of said Quarter Quarter Quarter Section, South 00 Degrees 45 Minutes 17 Seconds West 1241.84 feet to the center of Sharon Road; thence along the center of said road, South 83 Degrees 31 Minutes 59 Seconds West 130.39 feet to the beginning of a curve to the right having a central angle of 03 Degrees 47 Minutes 17 Seconds, a radius of 2500.00 feet and a chord dimension of South 85 Degrees 25 Minutes 37 Seconds West 165.26 feet; thence along the center of said road and along the arc of said curve 165.26 feet; thence along the center of said road, South 87 Degrees 19 Minutes 16 Seconds West 26.42 feet to a point on the extended east line of Autumn Ridge Estates, as per plat thereof, recorded in Plat File 1, card 412 in the Office of the Recorder of Warrick County, Indiana; thence along the extended east line of said Autumn Ridge Estates, North 00 Degrees 33 Minutes 51 Seconds East 1269.74 feet to a point on the north line of the Northeast Quarter of the Southwest Quarter of said Section 35; thence along the north line of said Quarter Quarter Section, North 89

Degrees 47 Minutes 47 Seconds East 324.54 feet to the point of beginning and containing a gross area of 9.311 Acres, more or less  
Subject to all easements and rights-of-ways of record.

Which real estate is zoned and classified as part of the "A" District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "A" District to said "R-1" District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

*Scott Buedel*  
President

Member  
*Scott Buedel*  
Member  
BOARD OF COMMISSIONERS  
WARRICK COUNTY INDIANA

County Auditor *Sharon R. Starn*  
Date Approved: 12/14/2020

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

This document prepared by: Scott Buedel, Cash Wagner and Associates, PC  
414 Citadel Circle, Suite B, Evansville, IN 47715.

WARRICK COUNTY, INDIANA  
Board of County Commissioners  
Court House  
Boonville, In. 47601

CERTIFICATE OF COMPLIANCE  
Plan and Specifications - Street Construction

Submission Date: November 3, 2020

Probable Start Construction: December 8, 2020

Probable Finish Construction: December 8, 2021

Project Location: Located on the north side of Sharon Road approximately 500 feet west of the Sharon Road and Hillside Lane Intersection.

Describe in detail type of street construction:

Streets will be constructed 30 feet in width with concrete roll curb and gutter. The streets will consist of 8 inches of #55 stone, 2 1/2 inches of PIMA base and 1 1/2 inches of PIMA surface.

Name of Street:	No. of Linear Ft.:	Est. Cost of Construction:
Hillside Trail	1,101 @ \$109/L.F.	\$110,100.00
10% Contingency		\$11,010.00
TOTAL		\$121,110.00

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:  
Hillside Trail: 2,251-L.F. @ \$15.00/L.F. = \$33,765.00

Total Estimated Cost of Street Construction is \$121,110.00  
Total Estimated Cost of Sidewalk Construction is \$33,765.00  
Total Estimated Cost of Storm Sewer and Detention Basin Construction is \$85,425.00

NOV 04 2020  
WARRICK COUNTY  
FILED

I, We the Owner/Owners of the above named subdivision certify that the information given above is true and correct and that the plans and specifications are submitted and attached hereto.

Owner/Owners Name: Philip Reinbrecht

Signature: PHILIP REINBRECHT

Address: 304 E SR 68 Humboldt IN 47037

I certify that to the best of my knowledge and belief:

That the plans and specifications for this subdivision are in compliance with the Ordinance for Warrick County, Indiana.

That the plans and specifications as presented and attached hereto are under the dominion and control and was created by my employees and me.

Signature: Philip Reinbrecht

Typed Name: Philip Reinbrecht

Engineer X Licensed Land Surveyor

Address: Evansville, IN 47715 Ind. Reg. No. 10405873 Phone No.: (812) 401-5551



I will perform reasonable and periodic inspection of this project during construction to that such a satisfactory condition is in accordance with the plans and specifications for this project.

Signature: Philip Reinbrecht

Typed Name: Philip Reinbrecht

Engineer X Licensed Land Surveyor

Address: Evansville, IN 47715 Ind. Reg. No. 10405873 Phone No.: (812) 401-5551

Reviewed By: Area Plan Commission

Date: \_\_\_\_\_

Reviewed By: County Engineer

Date: DEC 1 2020

By: James Day

Comments: APPROVED DEC 1 2020

CEP needed additional space provided on back page)

FILED NOV 04 2020



November 3, 2020  
Warrick County Area Plan Commission  
County Courthouse  
Courthouse Room 302  
Boonville, IN 47601

Re: Middle Meadow  
Stormwater Management  
Our Project, No. 20-4478

Storm Sewer & Retention Basin	Quantity	Unit	\$/Unit	Amount to Allocate
12" R.C.P.	108	LF	\$25.00	\$2,700.00
15" R.C.P.	12	LF	\$25.00	\$300.00
24" R.C.P.	36	LF	\$40.00	\$1,440.00
36" R.C.P.	1	EA	\$70.00	\$70.00
12" Paved End Section	1	EA	\$500.00	\$500.00
15" Paved End Section	2	EA	\$1,100.00	\$2,200.00
36" Paved End Section	2	EA	\$3,600.00	\$7,200.00
24" x 74" Box	1	EA	\$500.00	\$500.00
Inlet/Outlet	1	EA	\$500.00	\$500.00
Bedding/Backfill	1	EA	\$8,000.00	\$8,000.00
Retention Basin Excavation				\$36,044.00
<b>Totals</b>				<b>\$39,648.00</b>

Sub-Totals Storm Sewer & Retention Basin  
10% Contingency  
Total: Storm Sewer & Retention Basin  
Prepared by: Philip Reinbrecht  
Client: Philip Reinbrecht  
Date: 11/3/2020

cc: Phil Reinbrecht  
File  
J:\100005\10950-10950\Civil\30\Documents\Primary\10010-4-002\_Primary Plat Certificate of Compliance.dwg  
PHILIP REINBRECHT  
PHILIP REINBRECHT

FILED NOV 04 2020  
WARRICK COUNTY AREA PLAN COMMISSION

WARRICK COUNTY, INDIANA  
Board of County Commissioners  
Court House  
Boonville, IN 47601

Certificate of Compliance - Essex At Berkshire PUD  
Plan and Specifications - Street Construction

Submission Date: November 4, 2020  
Probable Start Construction: December 2020  
Probable Finish Construction: December 2025  
Project Location: Property located on the south side of Oak Grove Road approximately 0.25 miles west of Wethers Road in Newburgh, IN 47636.

Describe in detail type of street construction:  
5,155 LF of 30" (Back-of-Curb to Back-of-Curb) roadway consisting of twenty-six (26) feet of concrete pavement or asphalt pavement with two (2) foot wide curb and gutter along each side. It shall have:

- 1) Concrete Pavement
  - 2) 6" Concrete Pavement
  - 3) 4" Granular Base - #53
- Or -----
- 1) Asphalt Pavement
  - 2) 1.5" HAC Surface type B
  - 3) 2.5" HAC binder - base
  - 4) 4" Granular base - #53

All storm sewers shall be High Density Polyethylene (HDPE), or Re-inforced Concrete Pipe (RCP) where specified.  
All earthwork shall be compacted to 95% standard proctor.  
Lawn area within the roadway right-of-way and all drainage ditches and swales to be seeded. Management and MS4 Operator.

TOTAL Streets - See attached engineer cost estimate  
TOTAL Signs - See attached engineer cost estimate  
TOTAL Miscellaneous - See attached engineer cost estimate  
TOTAL Storm Sewer - See attached engineer cost estimate  
TOTAL Sidewalks - See attached engineer cost estimate

I, the Owner, of the above-named subdivision certify that the information given above is correct and that the same is true and correct according and in compliance with the plans and specifications as submitted and attached hereto.

Owner name: Daniel J. Uebelner - President, Maken Corporation  
Signature: *Daniel J. Uebelner*

Address: 3922 Bell Rd, Suite 2, Newburah, IN 47630

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in compliance with the Standards for road and street construction as set forth in the subdivision Control Ordinance for Warrick County, Indiana.

That the plans and specifications as presented and attached hereto are under the dominion and control and were created by me and my employees.



Signature: *James E. Morley*  
Typed Name: James E. Morley  
Engineer:  Licensed Land Surveyor Ind. Reg. No. 10100250  
Address: 4800 Rosebud Lane, Newburah, IN 47630 Phone No. 812-464-8688

SEAL

I will perform reasonable and periodic inspection of this project during construction to determine such construction is in accordance with the plans and specifications for this project as approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.



Signature: *James E. Morley*  
Typed Name: James E. Morley  
Engineer:  Licensed Land Surveyor Ind. Reg. No. 10100250  
Address: 4800 Rosebud Lane, Newburah, IN 47630 Phone No. 812-464-8688

SEAL

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Page 2

Reviewed By: Area Plan Commission  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_

Reviewed By: County Engineer  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_

Approval granted by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: *Ann Taylor*  
President  
Member  
Member

Attest: *Richard J. Evans*  
County Auditor  
APPROVED DEC 14 2020

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications shall be filed with the County Engineer, Warrick County, Indiana, and the County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and the County Engineer. One Copy shall be retained by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

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Page 3



November 30, 2020  
Warrick County Area Plan Commission  
Courthouse - Room 201  
Boonville, IN 47601

Re: Essex at Berkshire PUD  
Engineer's Cost Estimate for Primary Plat  
Morley Project #10616.4.002B

Essex at Berkshire  
COC Cost Estimate

FILED  
NOV 30 2020  
WARSAW COUNTY  
AREA PLAN COMMISSION

Streets	Qty	Unit	Unit Cost	Estimated Cost
Hyland Drive	1090	LF	\$110.00	\$ 119,900.00
Alaina Drive	1030	LF	\$110.00	\$ 113,300.00
Ashton Drive	1070	LF	\$110.00	\$ 117,700.00
Chelmsford Drive	816	LF	\$110.00	\$ 89,760.00
Entrances	2	EA	\$4,000.00	\$ 8,000.00
Subtotal for Streets				\$ 575,050.00
Signs				
Stop Sign	12	EA	\$200.00	\$ 2,400.00
Street Signs with Post	12	EA	\$250.00	\$ 3,000.00
Subtotal for Signs				\$ 5,400.00
Miscellaneous				
Fertilizer, straw and seeding	38	AC	\$500.00	\$ 19,000.00
Erosion Control	1	LS	\$7,500.00	\$ 7,500.00
Subtotal for Miscellaneous				\$ 26,500.00
Storm Sewers				
Cast-in-Place End Section	11	LF	\$350.00	\$ 3,850.00
12" HDPE N-12	157	LF	\$21.00	\$ 3,297.00
15" HDPE N-12	480	LF	\$24.00	\$ 11,520.00
18" HDPE N-12	614	LF	\$28.00	\$ 17,192.00
24" HDPE N-12	182	LF	\$45.00	\$ 8,270.00
30" HDPE N-12	243	LF	\$45.00	\$ 10,935.00
36" HDPE N-12	1	EA	\$200.00	\$ 200.00
Trash Guards	22	EA	\$1,600.00	\$ 35,200.00
Curb Inlet	4	EA	\$2,500.00	\$ 10,000.00
Double Curb Inlet	12	EA	\$1,600.00	\$ 19,200.00
Storm Manhole/Area Drain				

Backfill				Essex at Berkshire COC Cost Estimate
Swale Grading	851 TON @	\$22.50 \$	19,147.50	
Subtotal for Storm Sewers	2588 LF @	\$1.50 \$	3,882.00	
			<u>213,251.50</u>	
Sidewalks			Estimated Cost	
All Streets	9597 LF @	\$15.00 \$	143,955.00	
ADA Curb Ramps	24 EA @	\$600.00 \$	14,400.00	
Subtotal for Sidewalks			<u>158,355.00</u>	
<b>TOTAL COST ESTIMATE</b>				<b>\$ 981,156.50</b>

Engineer's Cost Estimate prepared and respectfully submitted by:

*James E. Morley, PE*

James E. Morley, PE  
Indiana Registration No. 10100250

Date Prepared: November 30, 2020

**FILED**  
**NOV 30 2020**  
WARRICK COUNTY  
AREA PLANT COMMISSION

**AGREEMENT FOR ROAD USAGE**  
WHEREAS, (Company/Individual Name) Southern Indiana Gas and Electric Company, an Indiana Corporation doing business as Vectren Energy Delivery of Indiana, Inc. (Sweet Address) One Vestren Square, P.O. Box 209 (City) Evansville, (State) Indiana, 47702-0209 (hereinafter called the "User") desires to utilize a section of Warrick County roads commencing at: 22 Roads at various locations throughout Anderson and Ohio Townships, as detailed in the attached summary table of roadway and Google Earth Map layer.

a distance of 3.24 gravel inlets and 20.24 paved miles, more or less, to haul materials and supplies for the construction of a new 138KV transmission line built over existing electric lines to increase reliability; and  
WHEREAS, there is the possibility that said roadway, including but not limited to its surface, bays, ditches, berm, bridges, culverts, driveways and other improvements, may suffer from the heavy loads is of economic benefit to the User;  
WHEREAS, the use of said roadway in excess of the restrictions as to size and/or weight of the

NOW, THEREFORE, the User and the Board of Commissioners of Warrick County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant unto the User the right to use said above-described roadway in excess of local restrictions as follows:  
  
for the purpose set forth above.
2. The User agrees to use said roadway in a reasonable and prudent manner, using reasonable care; however, notwithstanding how carefully said roadway is used, the User agrees to maintain the entire section of said roadway above-described during the period of its use above-described to repair said roadway, including its surface, base, bays, ditches, bridges, culverts, driveway entrances and other improvements now thereon, and to restore and/or repair the roadway including all above individual specific parts thereof, to the same condition or better than the same now exists to specifications established by the Commissioners.
3. User agrees to make repairs, as directed by Warrick County, to the aforementioned roadway during the term of its use. The User shall be responsible for all repairs and restoration to be made; however, such designation must be reasonable under the

circumstances, and in accordance with general road restoration and maintenance practices in Warrick County.

4. The User agrees to make such repairs, including such dust control or other remedial measures, in the sole discretion of the Commissioners, within 48 hours of being given notice of such repairs or other remedial corrections to the utilization of said roads, as aforesaid, the Commissioners may forthwith make said repairs and charge the same to the User or its surety as hereinafter provided.
5. The User shall, before beginning the use of said roadway, post with the Warrick County Commissioners a bond or letter of credit in such form as is approved by the County of Indiana. The bond shall be payable to Warrick County in the amount of \$155,000.00, which said bond shall be used to cover the cost of any and all repairs and restoration as required by this Agreement. The Commissioner shall give written notice of such to the User specifying any deficiency and its location. If work to make such reasonable repairs and restoration does not commence within thirty (30) days of such notice, the User shall be deemed to have accepted the bond and the bond shall be declared forfeited and payable to Warrick County, State of Indiana, to the extent necessary to restore and/or repair the roadway or any part thereof. Cash, certified check or money order, bond by a corporate surety authorized to do business in the state of Indiana is acceptable.
6. The User agrees to complete final restoration prior to expiration of said bond or letter of credit. The User shall be responsible for the cost of such final restoration, including consideration of seasonal weather conditions, when determining bond or letter of credit expiration date.
7. The User's right to use said roadway shall commence on or before the 1st day of December, 2020, and terminate on the 10th day of November 2021.
8. The User shall establish an account with David Enterprises, Inc. (Harry David Enterprises, Inc., 4301 Monroe Rd, Evansville, IN) for the providing of road surface material for the above described roadway. The Commissioners shall have the right to order road surface material from said provider for use on said roadway. If, during periods of emergency, Warrick County uses its authority to order road surface material from a provider other than the above-named provider or by direct reimbursement by the User.
9. The Commissioners reserve the right to suspend or terminate User's use of the above described roadway when said use constitutes a public safety hazard. Notice of said suspension or termination shall be in writing to the User at its address as herein set forth.
10. The User agrees to hold Warrick County, the Commissioners and all County employees harmless and agrees to indemnify Warrick County, the Commissioners and/or its or their employees against any and all claims, actions at law or equity, litigation expenses, judgments and verdicts that should arise out of the User's use of the roadway, or out of

the use by any person, firm or corporation of the roadway for purposes associated with the project, shall be the responsibility of the User. The User shall be responsible for obtaining all necessary permits and approvals from the appropriate local, state and federal agencies. The User shall be responsible for obtaining all necessary insurance coverage and shall maintain such insurance coverage throughout the term of the Agreement. The User shall be responsible for obtaining all necessary permits and approvals from the appropriate local, state and federal agencies. The User shall be responsible for obtaining all necessary insurance coverage and shall maintain such insurance coverage throughout the term of the Agreement.

11. Whenever notice is required to be given to any party under this Agreement, such notice shall be in writing and shall be given by first class mail to the addresses as follows:

Commissioners:  
 Warrick County Commissioners  
 107 W. Locust St., Ste. 301  
 Beechville, IN 47601  
 User:  
 Title: Ryan R. Snyder, PE  
 Manager, High Voltage Pooled Engineering  
 User E-mail: Ryan.Snyder@centurysolutions.com

User Telephone Office/Fax: \_\_\_\_\_  
 User Telephone (Cell): \_\_\_\_\_

12. Upon approval by the Commissioner of the roadway restoration as required by this Agreement the bond herein required should be released.  
 Dated this 14th day of DECEMBER, 2020.

WARRICK COUNTY ADMINISTRATOR [Signature] WARRICK COUNTY HIGHWAY ENGINEER [Signature]  
 Robert B. Emmons Robert B. Howard, P.E.

The foregoing Agreement is entered into by the User, the person executing the same on behalf of the User affirms that (s)he has authority to execute the same on behalf of the User.  
 Signature: [Signature]  
 Title: Manager, HV Pooled Eng.  
 Date: 11/12/2020

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**22 ROAD SECTIONS**

**Z70 Warrick County Road Bond 2021**  
 Summary of Affected Roads for Work Within Warrick County

Laydown Yard	Structures	Road	Milage	Surface	Totals (Miles)		
Yankeetown Rd Laydown	Z70-1 through Z70-143	Yankeetown Rd	3.65	Asphalt	20.24		
		Red Brush Road (650S)	2.38	Asphalt			
		CR 475 W	0.55	Gravel/Other	3.94		
		Kajiser Rd	1.52	Asphalt			
		Taylor Rd	0.49	Gravel/other	24.18		
		Eble Rd	0.36	Gravel/Other			
		Addington Rd	1.62	Gravel/Other	4.10		
		Roeder Rd/Oak Grove (300s)	0.67	Gravel/Other			
		Folz Rd	4.10	Asphalt	0.25		
		Roslin Rd	0.25	Gravel/Other			
		Anderson Rd Laydown	Z70-144 through Z70-216	Anderson Rd (600 W)	1.48	Asphalt	1.50
				Jenner Rd	1.50	Asphalt	
Old Plank Rd	2.48			Asphalt	0.19		
Russell Rd	0.19			Asphalt			
Crescent Dr	0.03			Asphalt	0.27		
Fuquay Rd	0.27			Asphalt			
Castle Garden Rd	0.25			Asphalt	0.50		
Herr Rd (100 S)	0.50			Asphalt			
Bell Rd	0.25			Asphalt	0.49		
Stevenson Sta. Rd	0.49			Asphalt			
Lynch Rd Laydown	Z70-217 through Z70-252			Lynch Rd	0.61	Asphalt	0.56
			0.56	Asphalt			

All other structures (greater than Z70-252) are accessed from roads in Vanderburgh County.







**TRAVELERS**  
**Travellers Casualty and Surety Company of America**  
**Travellers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

KNOW ALL MEN BY THESE PRESENTS: That Travellers Casualty and Surety Company of America, Travellers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, hereinafter collectively referred to as "Travelers", do hereby certify that the undersigned, Robert L. Ranney, is duly authorized to execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations herein named, and that the undersigned, Robert L. Ranney, is duly authorized to execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations herein named, and that the undersigned, Robert L. Ranney, is duly authorized to execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations herein named, and that the undersigned, Robert L. Ranney, is duly authorized to execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations herein named.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



City of Hartford as:  
 Travellers Casualty and Surety Company of America, Travellers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

Resolved, That the Board of Directors of Travellers Casualty and Surety Company of America, Travellers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby authorize and empower the undersigned, Robert L. Ranney, to execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations herein named, and that the undersigned, Robert L. Ranney, is duly authorized to execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations herein named.

My Commission expires the 30th day of June, 2021.

BY: Robert L. Ranney, Senior Vice President  
 Kevin E. Hughes, Assistant Secretary

State of Indiana  
 County of Warrick  
 I, Kevin E. Hughes, Assistant Secretary of Travellers Casualty and Surety Company of America, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which remains in full force and effect.

Dated this 14th day of November, 2020.  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3888.  
 Please refer to the above-captioned Attorney-in-Fact and the details of the bond to which this power is attached.



PROPERTY DAMAGE RELEASE  
 Claim # 009108-089281-AD-01

KNOW ALL MEN BY THESE PRESENTS:  
 That the Undersigned, being of lawful age, for sole consideration of \$17,577.59 to be paid to Warrick County Treasurer, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Advanced Disposal Services, Inc., Advanced Disposal Services Solid Waste Management, LLC, Coban Barnett, Arch Insurance, Gallagher Bassett, and his heirs, assigns, executors, administrators, successors and assigns, and all other persons, firms, corporations, associations, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of the above and foregoing, and that the undersigned hereby releases, acquits and forever discharges Neelesh Dr., Raddison Rd., and Oshkosh Dr., Newburgh, IN on September 22, 2020.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that payment made is not to be construed as an admission of liability on the part of the party released and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declares(s) and represent(s) that no promise, inducement or agreement not herein set forth has been made or intended by the undersigned and that the above and foregoing is a true and correct copy of the agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.  
 Signed, sealed and delivered this 19th day of December, 2020.  
 CAUTION: READ BEFORE SIGNING BELOW  
 WARRICK COUNTY COMMISSIONERS  
 BY: Dan Saylor, President

STATE OF INDIANA  
 COUNTY OF WARRICK  
 On the 19th day of December, 2020, before me personally appeared to me known to be the person(s) named herein and who executed the foregoing Release and who acknowledged to me that he/she/they voluntarily executed the same.  
 My Comm. Expires July 15, 2021  
 Ashley J. Haller, Notary Public, Indiana  
 My Comm. Expires July 18, 2024

P.O. Box 2034  
 Clinton, IA 47333-0204  
 O: 770-290-8204  
 F: 717-697-0625  
 Ashley\_Haller@att.net

**Harshaw Trane**  
 1024 E Sycamore St  
 Ellettsville, IN 47714  
 812-421-8720

**Proposal**  
 Trane Tracer Building Automation System  
 and  
 Temperature Controls

Project Name: Warrick Co Jail Building Controller Upgrade  
 Proposal Date: December 2020  
 Proposal No: 9735

**Harshaw Trane Controls Proposal**  
 General Project Scope: Trane proposes to furnish and install an upgrade to the existing Building Automation Systems to include replacement of both Niagara JACE hardware and software. The existing JACE has reached the end of lifecycle and the controller is no longer in production. This Proposal is for work associated with upgrading the existing and the Trane Tracer SC+ Building Automation System. The Trane Tracer SC+ Building Automation System is a modern, scalable system, maintain support for the hardware and software and provide for more accessibility options. The existing JACE will be removed and replaced with our new Tracer SC+ which will allow for more accessibility options. The existing JACE computer on the network simply using an internet browser.

This solution may also be secured by using the Service Agreement Funding mechanism which we have provided in a separate proposal.

- Project Includes:
- Tracer SC+ Hardware and Licenses
  - New enhanced graphics to include 3D equipment and floorplans.
  - Project Management, Programming, Graphics and Owner Training is included.
- Clarifications:
- Trane will coordinate to ensure last connection and IP addresses. This will be owner supplied.
  - System remotely and provide a secure means of control and troubleshooting.
  - This proposal is valid for 90 days.
- Not Included:
- Existing network cabling and controllers that will remain. If we discover any faulty equipment we will report this to the County and handle as a time and material repair.

Price for Controls Upgrade Package.....\$14,662.00

Thank you for the opportunity to provide this solution and feel free to contact me with any questions.  
 Neil Bryant  
 CONTROLS ACCOUNT MANAGER  
 1024 E Sycamore St  
 Ellettsville, IN 47714  
 Cell: 812-421-8720  
 E-mail: neilbryant@trane.com  
 Web: www.trane.com







**SERVICE AGREEMENT ADDENDUM**

**CUSTOMER:** Warrick County Jail      **LOCATION:** Boonville, IN  
**AGREEMENT #:** Service Agreement #1751      **EFFECTIVE DATE:** 1/1/20

In accordance with the Terms & Conditions of the above referenced Service Agreement, the Service Agreement will be updated per the information provided below:

- 1) The updated billing cycle will be reflective in the manner referenced below to pay for a BAS R'Newal at Warrick County Jail per proposal #9735.
- 2) A payment has already been made in the amount of \$10,201 towards the original agreement. The remaining amount due is shown in the billing schedule below.
- 3) The change in billing will be reflective as follows in place of the previously contracted annual payments:  
 1/1/2021 – 10/31/21: \$4,884 annually, payable in advance.  
 11/1/2021 – 10/31/22: \$15,391 annually, payable in advance.  
 11/1/2022 – 10/31/23: \$15,706 annually, payable in advance.
- 4) In the event of a contract cancellation, cancellation fees for the period will be billed based on the scheduled below.

Agreement Anniversary Month & Year	Year 1	Year 2	Year 3
Oct-20	1,297	-	-
Nov-20	2,117	-	-
Dec-20	3,007	-	-
Jan-21	4,884	-	-
Feb-21	4,884	-	-
Mar-21	6,318	-	-
Apr-21	7,218	1,358	-
May-21	8,098	2,332	-
Jun-21	8,918	3,187	-
Jul-21	9,708	4,068	-
Aug-21	-	-	-
Sep-21	-	-	-

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

**CUSTOMER ACCEPTANCE:** **HARSHAW TRANE ACCEPTANCE:**

Signature: Den Saylor      Signature: \_\_\_\_\_

Title: President, Warrick Co. Commissioners      Title: \_\_\_\_\_

Acceptance Date: 12/14/2020      Acceptance Date: \_\_\_\_\_

P.O. #: N/A      P.O. #: \_\_\_\_\_



**SERVICE AGREEMENT ADDENDUM**

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Apr-21	7,218	1,358	-
May-21	8,098	2,332	-
Jun-21	8,918	3,187	-
Jul-21	9,708	4,068	-
Aug-21	-	-	-
Sep-21	-	-	-

Submitted by: Andy Jones      Date: 12/10/2020

**CUSTOMER ACCEPTANCE:** **HARSHAW TRANE ACCEPTANCE:**

Signature: Den Saylor      Signature: David Trane

Title: President, Warrick Co. Commissioners      Title: Police Sales Business Lead

Acceptance Date: 12/14/2020      Acceptance Date: 12/16/2020

P.O. #: N/A      P.O. #: \_\_\_\_\_



We have prepared a quote for you  
**WCC Microsoft renewal 11-30-20**  
Quote # 001100 v3

Prepared for:  
**Warrick County Commissioners**

Prepared by:  
**Ty Eblen**

November 30, 2020



Renewals

Manufacturer	Product Details	Serial Number	Price	Qty	Ext Price
MICROSOFT VALUE GOV SVR	Microsoft Windows Server Standard Edition - Software Assurance - Open Value - level D - Additional product, 3 Year Acquired Year 1 - All Languages		\$775.00	64	\$4,800.00
MICROSOFT OPEN VALUE GOV SQL	Microsoft SQL Server Standard Edition - Software Assurance - 1 server - Open Value - level D - Additional product, 3 Year Acquired Year 1 - Win		\$619.00	1	\$619.00
MICROSOFT OPEN VALUE GOV SQL	Microsoft SQL Server - Software Assurance - 1 user CAL - Open Value - level D - Additional product, 3 Year Acquired Year 1 - Win		\$144.00	40	\$5,760.00
Microsoft Assurance expires on 11-30-20.					Subtotal: \$11,178.00

Quote#001100 v3

Page: 2 of 3



WCC Microsoft renewal 11-30-20



Prepared by:  
Evansville  
Ty Eblen  
(812) 462-7354  
teblen@kellerschroeder.com

Prepared for:  
Warrick County Commissioners  
107 W. Locust St.  
Boonville, IN 47601  
(812) 897-6180  
gwheelan@warrickcounty.gov

Quote Information:  
Quote #: 001100  
Version: 3  
Delivery Date: 11/30/2020  
Expiration Date: 12/01/2020

Quote Summary

Description	Amount
Renewals	\$11,178.00
<b>Total:</b>	<b>\$11,178.00</b>

Pricing subject to change at any time. Proposal does not include installation or any other service unless otherwise noted. Kellerschroeder Network Solutions Group (NSG) services are available on an hourly rate basis plus travel and expenses. Pricing limited to quantities ordered. If the quantity is reduced the price is subject to change. Restocking fees WILL apply to any merchandise returned after 30 days.

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

Evansville

Warrick County Commissioners

Signature:   
Name: Ty Eblen  
Title: Select Account Manager  
Date: 11/30/2020

Signature:   
Name: Dan Saylor, President  
Date: 12-14-2020

Quote#001100 v3

Page: 3 of 3

WARRICK COUNTY COMMISSIONERS

107 W. LOCUST STREET  
COURTHOUSE, ROOM 301  
BOONVILLE, IN 47601  
PHONE: (812) 897-6180  
Email: info@warrickcounty.in.gov

DAN SAYOR

TERRY J PHILLIPPE

BOB JOHNSON

ROAD USE BOND RELEASE

Re: Release of Travelers Road Use Permit Bond No. 107156022  
This will confirm that Travelers Insurance Company's Road Use Permit Bond Number 107156022 has been fully reinsured and replaced and that Travelers Insurance Company is hereby released in full from any and all liability under Bonds Number 107156022 past, present and future.

Signed:

Roger E. Emmons, Administrator

On behalf of the  
Warrick County Commissioners  
107 W. Locust Street, Suite 301  
Boonville, IN 47601  
Phone: (812) 897-6120

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made as of 12/14/2020 by and between Elizabeth Phillips (hereinafter called "Contractor"), and **WARRICK COUNTY BOARD OF HEALTH ("BOARD")**, BY AND THROUGH THE **WARRICK COUNTY BOARD OF COMMISSIONERS ("COMMISSIONERS")**;

1. **Nature of Contract.** The parties acknowledge that the BOARD through the COMMISSIONERS is engaging Contractor's personal services as an independent contractor, and nothing contained in this Agreement shall be construed to constitute an agreement for employment. Pursuant to the status of as an independent contractor, Contractor acknowledges that the BOARD will withhold no federal, state or local taxes from payment for any work or services performed under the terms of this Agreement. The BOARD will notify all appropriate governmental bodies of this Agreement in the form of compensation as required by law, and responsibility for any delinquent taxes incurred as a result of providing professional services for the BOARD rests solely with Contractor. Further, as an independent contractor, Contractor shall not be eligible for fringe benefits that would be available for employees of Warrick County, Indiana.
2. **Scope of Services.** Contractor shall perform all services required to develop, direct, and operate a public health awareness program for Warrick County, to assist the BOARD in addressing public health concerns regarding the West Nile and Zika Viruses, the transmission of West Nile and Zika Viruses, and other vector control issues. Contractor's duties shall include, but not be limited to the following:
  - a. Advising and assisting the Warrick County Health Officer and the Warrick County Health Department in maintaining the West Nile and Zika Virus surveillance program. Continue aggressive spray program to combat West Nile and Zika Viruses during mosquito season;
  - b. Cooperating with local and state agencies responsible for responding to and documenting outbreaks and concerns of the transmission of the West Nile and Zika Viruses;
  - c. Functioning as the representative for the Department in county-wide vector control and West Nile and Zika Virus transmission awareness events;
  - d. Undertaking all other duties and responsibilities related to the functions of the Department that may, from time to time, be requested by the BOARD.

In addition to duties related to West Nile Virus, Zika Virus and vector control, Contractor will be responsible for assisting Health Department Administrator in duties including but not limited to the following:

- a. Performing initial and follow-up dye tests for existing septic systems;
- b. Assessing the conditions of homes and properties upon which complaints have been submitted;
- c. Periodic inspections of newly installed or repaired septic systems;

- d. Obtaining and submitting water samples from poorly draining areas (e.g., surface water, ditches, etc.) to have tested if improper waste removal is suspected.
3. **Term of Contract.** This Agreement shall be effective as of January 1, 2021 and terminate on December 31, 2021, unless terminated sooner.
  4. **Hours; Office; Supplies.** Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Any and all supplies needed for the position (including an e-mail account to field and address public concerns) will be supplied by BOARD, after approved by the BOARD.
  5. **Compensation.** As compensation for services, Contractor shall be paid \$2,400.00 per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana.
  6. **Audit Records.** Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account showing all charges and expenses incurred by Contractor in the performance of the services herein.
  7. **Liability for Injuries or Damages to Person or Property.** Contractor understands and agrees that due to his status as independent contractor, he is not covered as an employee under any worker's compensation insurance policy, and the BOARD shall not be responsible for Contractor's injuries or damages to his person or property as a result of Contractor's performance of his duties under this Agreement.
  8. **Subcontracting/Assignment.** Contractor agrees that he will not subcontract or assign any part of his duties under this Agreement to any organization or individual without approval from the BOARD.
  9. **Termination.** Either party shall have the right to terminate this Agreement without cause upon the giving of Sixty (60) days written notice to the other party, and the Board shall have the right to terminate the contract on Thirty (30) days notice if notified by the contractor that the Indiana Local Health Department Trust Account funds are unavailable.
  10. **Remedies.** In the event either party fails to perform pursuant to the terms of this Agreement, the non-breaching party may immediately terminate the Agreement, and in addition, seek all legal and equitable remedies available to it under law, including injunctive relief and specific performance.
  11. **Monitoring of Contracted Work.** The Health Department shall be responsible for monitoring the work of Contractor to ensure that the services detailed in this agreement are fulfilled. Notice and contact shall be through Aaron Franz, Warrick

County Health Department Administrator, 107 West Locust Street, Suite 204, Boonville, Indiana, 47601; phone: 812-897-6105, extension 4; fax: 812-897-6104.

**Conditions precedent.** As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization approval from the State to fund the project and the County must receive such authorization and appropriation, the contract is void pursuant to Indiana Code 36-2-6-1.2(d).

**Antidiscrimination.** Pursuant to IC § 22-9-1-10, the Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, or disability, national origin or ancestry. Such prohibition may be enforced by the State or through the courts. Acceptance of this agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

**Compliance with Laws**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances that may be applicable to the work to be performed under applicable state or federal statute or the promulgation of rules or regulations of any order after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payments to the State of Indiana or other state or local government agency. The Contractor agrees that any payments currently due to the State of Indiana or County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
- C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions involving the State of Indiana or County and that neither it nor its principal(s) is/are presently in arrears in payments voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County of any such actions and during the term of such actions, the County may delay, withhold, or deny work

under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that the Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in L.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

**Taxes:** The County will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**Maintaining a Drug-Free Workplace.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the County within ten (10) days after receiving actual notice that the Contractor or any employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the County or the Department, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled

substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the County in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.

E. Within thirty (3) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate disciplinary action up to and including termination; or (2) requiring such employee to satisfactorily complete a drug abuse counseling, assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless County, its agents, officials, and employees from all claims and suits, including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. County shall not provide such indemnification to the Contractor.

**Insurance.**

A. The Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

i) Worker's Compensation, including Occupational Disease and Employer's Liability Insurance covering all Contractor employees engaged in the performance of this Contract. Employer's Liability Insurance shall have a minimum limit of \$500,000 each accident and a \$1,000,000 disease policy limit.

ii) Comprehensive General Liability Insurance, including Contractual Liability Insurance with minimum limits of \$1,000,000 for Bodily Injury and \$1,000,000 for Property Damage per occurrence.

iii) Comprehensive Automobile Liability Insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits of \$1,000,000 for Bodily Injury and \$2,000,000 for Property Damage.

iv) The insurance policies providing the insurance set forth in this section will provide that County is endorsed as an additional insured and will include a Severability of Interest clause in favor of County.

v) Within two business days of all accidents or occurrences resulting in injury to Contractor employees or third parties, or damage to property of County or another, Contractor shall furnish County with a copy of all reports prepared for the submission to Contractor's insurance Contractor.

vi) Contractor represents (1) that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for attempted thirty (30) days prior written notice of cancellation or modification to County, and (2) that the Contractual Liability Insurance, if required hereunder, shall by appropriate endorsement, or otherwise, specifically insure the terms and provisions as expressed in this Contract.

B. The Contractor's insurance coverage must meet the following additional requirements: The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

C. Any deductible or self-insured retention amount or other similar obligation under the insurance policies may not exceed One Thousand Dollars (\$1,000.00) and shall be the sole obligation of the Contractor.

D. The County will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County under this Contract shall not be limited by the insurance required in this Contract.

E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract.

F. Contractor shall furnish certificates of insurance and all endorsements to the County before the commencement of this Contract.

G. Contractor shall submit invoices on the first working day of each month with payment due on the second working day of each month.

General Provisions.

- A. **Entire Agreement.** This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract, and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- B. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval or acceptance of, nor payment for, these services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. **Severability.** In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- D. **Amendment.** No supplement, modification or amendment of this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.
- E. **Headings.** The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.
- F. **Governing Law and Jurisdiction.** This Contract shall be subject to and interpreted under the laws of the State of Indiana and sit, (any, and all disputes shall be brought in the state court of Warrick County, Indiana, the United States District Court for the Southern District of Indiana, Evansville, Indiana.

Division ("Courts"). The parties hereby irrevocably consent to the jurisdiction of the Courts.

In WITNESS WHEREOF, the parties have executed this Agreement this 14<sup>th</sup> day of December, 2020.

WARRICK COUNTY COMMISSIONERS

By Dan Saylor  
Dan Saylor - President

By Robert H. Johnson, Jr., Vice-President

By [Signature]  
[Signature] - Member

WARRICK COUNTY BOARD OF HEALTH

By [Signature]

Printed Name Jeffery Mauek, DVM

Its President

[Signature]  
Contractor Signature







APPROVED DEC 14 2020

By: \_\_\_\_\_  
Print Name:  
Title:  
Date:

BY WITNESS WHEREOF, THE PARTIES HAVE ENDED, THIS AGREEMENT. THE PARTIES HEREBY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF EACH PROVISION OF THIS AGREEMENT AND TO PERFORM AS REQUIRED HEREBY.

Word Systems, Inc.

Customer:  
By: \_\_\_\_\_  
Print Name:  
Title:  
Date:

FILED  
JAN 20 2021  
*[Signature]*

C:\Users\Acwalchik\Documents\2017-2019 Technical Services Agreement.docx

APPROVED DEC 14 2020

**Attachment A**  
**Additional Equipment Covered under this Agreement:** This Maintenance and Support Agreement will cover Service, Support, Parts and Labor for items listed below.  
 Please fill in the appropriate Equipment/Software model # and serial numbers and/or Licensing Numbers.  
 Equipment Make & Model Number


Word Systems, Inc.  
 8045 River Road, Indianapolis, IN 46240  
 PIN 1800-225-7627

WARRICK COUNTY, INDIANA  
 Governmental Unit  
 Friday, December 4, 2020

**ACCOUNTS PAYABLE VOUCHER REGISTER**

Notes: (1) Use amount allowed on file in lieu of actual voucher amount if not certified. (2) Will not certify inaccurate recording keeping. (3) Will not certify inaccurate recording.

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant#	Certified
	CLERK	1000-0001	\$ 18,556.75			
	AUDITOR	1000-0001	\$ 8,603.03			
	TREASURER	1000-0003	\$ 9,253.43			
	RECORDER	1000-0004	\$ 102,436.74			
	SURVEYOR	1000-0005	\$ 3,765.19			
	CORONER	1000-0009	\$ 11,353.68			
	ASSESSOR	1000-0009	\$ 19,542.11			
	PROSECUTING ATTORNEY	1000-0011	\$ 2,885.48			
	CLERK	1000-0011	\$ 4,397.18			
	COUNTY COUNCIL	1000-0011	\$ 11,378.05			
	COMMISSIONERS	1000-0079	\$ 7,228.19			
	AREA PLAN COMMISSION	1000-0162	\$ 6,728.36			
	COURT HOUSE	1000-0201	\$ 14,472.24			
	SUPERIOR COURT #1	1000-0202	\$ 10,126.90			
	SUPERIOR COURT #2	1000-0202	\$ 5,784.88			
	CIRCUIT COURT	1000-0302	\$ 21,180.99			
	EMERGENCY MANAGEMENT	1000-0303	\$ 39,240.39			
	CENTRAL DISPATCH	1000-0380	\$ 12,531.62			
	CHILD SUPPORT	1112-0650	\$ 6,174.43			
	ECONOMIC DEVELOPMENT	1135	\$ 2,713.68			
	CUM BRIDGE	1141	\$ 14,554.95			
	CUMULATIVE DRAIN	1159	\$ 10,404.90			
	LOCAL HEALTH MAIN	1175	\$ 11,693.22			
	HIGHWAY DEPT.	1178-0630	\$ 32,660.97			
		1178-0631	\$ 4,660.80			
		1178-0633	\$ 7,928.78			
	HIGHWAY DEPT.	1199	\$ 956.20			
		1199	\$ 2,376.78			
	HIGHWAY DEPT.	1197	\$ 10,813.04			
	PLAT	1145-9604	\$ 2,189.58			
		1216	\$ 2,189.58			
	PARKS DEPT.	1216	\$ 12,306.59			
	PROPERTY REASSESSMENT	1224	\$ 5,485.76			
	RECORDED PERPETUATION	2000	\$ 893.98			
	CORRECTIVE PROBATION	2501	\$ 1,180.81			
	CIRCUIT COURT PROBATION	2601	\$ 6,478.37			
	PRETRIAL DIVERSION	4901	\$ 5,992.85			
	COMMUNITY CORRECTIONS	4908	\$ 3,875.42			
	BUILDING COMMISSION	8071	\$ 2,385.15			
	VOCA PROG INCOME	8071	\$ 1,181.54			
	OFFICE OF PROSECUTING ATT	8086	\$ 5,682.78			
	CASA CORR-DNB COURT	8150	\$ 1,344.42			
	CASA	8141	\$ 1,344.42			
	ADULT COMM BASED SUP - DC	9210				

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereto, are true and correct and I have audited the same in accordance. Claims without supporting documentation cannot be certified as true and correct.  
 Friday, December 18, 2020  
 Diabla Stevens, Fiscal Officer

Total \$ 495,677.17

ALLOWANCE OF VOUCHERS IC 5-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers are not allowed as shown on the register such vouchers are allowed in the total \$ 495,677.17

Dan Saylor, County Commissioner

Robert Johnson, County Commissioner

Terry Johnson, County Commissioner

WARRICK COUNTY, INDIANA

Governmental Unit

Friday, December 18, 2020

ACCOUNTS PAYABLE VOUCHER REGISTER

Note: (1) Use both sides of form if needed. Signature of governing body should appear only on the signature of each voucher. (2) Vouchers are not allowed as shown on the register such vouchers are allowed in the total \$ 495,677.17

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant#	Certified
	CLERK	1000-0001	\$ 10,936.59			
	AUDITOR	1000-0002	\$ 6,155.31			
	TREASURER	1000-0003	\$ 6,263.25			
	RECORDER	1000-0004	\$ 113,917.09			
	SURVEYOR	1000-0005	\$ 3,660.84			
	GROVER	1000-0007	\$ 12,457.75			
	ASSESSOR	1000-0008	\$ 19,184.23			No supporting documentation
	EXPANSION	1000-0009	\$ 2,618.04			
	VETERAN'S AFFAIRS	1000-0012	\$ 4,366.58			Will not certify inaccurate record keeping
	COUNTY COUNCIL	1000-0081	\$ 11,723.91			Will not certify inaccurate record keeping
	COMMISSIONERS	1000-0085	\$ 7,128.21			Will not certify inaccurate record keeping
	AREA PLAN COMMISSION	1000-0078	\$ 6,796.87			
	COURT HOUSE	1000-0162	\$ 14,471.90			
	SUPERIOR COURT #1	1000-0201	\$ 12,878.43			
	SUPERIOR COURT #2	1000-0232	\$ 3,686.45			
	CIRCUIT COURT	1000-0302	\$ 22,582.30			
	EMERGENCY MANAGEMENT	1000-0303	\$ 3,920.76			No supporting documentation
	CENTRAL DISPATCH	1000-0380	\$ 11,848.53			
	CHILD SUPPORT	1000-0380	\$ 1,344.42			
	ECONOMIC DEVELOPMENT	1122	\$ 5,154.95			
	COMMUNITY CONNECTIONS	1133	\$ 5,154.95			
	JAM BRIDGE	1133	\$ 15,078.67			
	HEALTH DEPT.	1169	\$ 854.25			
	LOCAL HEALTH MAIN	1169	\$ 854.25			
	HIGHWAY DEPT.	1173	\$ 11,828.80			
	MISDEMEANANT	1173	\$ 11,828.80			
	HIGHWAY DEPT.	1176-0530	\$ 11,603.24			
	PLAT	1176-0531	\$ 30,767.41			
	RAIN DAY -Health	1176-0533	\$ 4,650.80			
	RECORDER PERPETUATION	1181	\$ 220.50			
	RECORDER PERPETUATION	1181	\$ 293.55			
	RECORDER PERPETUATION	1189	\$ 2,263.34			
	RECORDER PERPETUATION	1217	\$ 10,384.80			
	RECORDER PERPETUATION	1217	\$ 984.80			
	ELECTION	1215	\$ 7,667.94			
	PARKS DEPT.	1219	\$ 10,692.23			
	PRETRIAL ASSESSMENT	1224	\$ 5,485.00			
	SUPERIOR #1/CIRCUIT PROBATION	2001	\$ 1,001.20			
	CIRCUIT COURT - PROBATION	2004	\$ 1,001.20			No supporting documentation
	PRETRIAL DIVERSION	2604	\$ 180.81			
	COMMUNITY CONNECTIONS	4801	\$ 5,478.37			
	COMMUNITY CONNECTIONS	4801	\$ 3,975.60			
	DI/DIC PROG INCOME	4921	\$ 3,975.60			
	VCCA	8076	\$ 3,166.00			No supporting documentation

OFFICE OF PROSECUTING ATT	8086	\$ 2,385.15				No supporting documentation
COM CORR-DIV COURT	8100	\$ 1,481.25				
CASA	8121	\$ 3,745.40				
ADULT COMM BASED SUP - DC	8210	\$ 1,348.90				
Total \$		\$ 12,722.84				

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereto, are true and correct and I have audited the same in accordance. Claims without supporting documentation cannot be certified as true and correct.  
 Friday, December 18, 2020  
 Diabla Stevens, Fiscal Officer

ALLOWANCE OF VOUCHERS IC 5-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers are not allowed as shown on the register such vouchers are allowed in the total \$ 512,722.04

Dan Saylor, County Commissioner

Robert Johnson, County Commissioner

Terry Johnson, County Commissioner

ACCOUNTS PAYABLE VOUCHER REGISTER			
WARRICK COUNTY, INDIANA Governmental Unit		Sheriff's Holiday pay	
Thursday, December 17, 2020			
Filed	Name of Claimant	Amount of Voucher	Amount Allowed
	SHERIFF	\$ 56,771.55	
	CENTRAL DISPATCH	\$ 10,959.46	
	JAIL	\$ 20,499.49	
Total		\$ 88,229.50	

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereto, are true and correct and I have audited the same in accordance. Claims without supporting documentation cannot be certified as true and correct.

Thursday, December 17, 2020

Debbie Stevens, Fiscal Officer

ALLOWANCE OF VOUCHERS IC 6-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers not allowed as shown on the register such vouchers are allowed in the total amount \$ 88,229.50

Dan Saylor, County Commissioner

Robert Johnson, County Commissioner

Terry [Signature], County Commissioner

Prescribed by the State Board of Accounts

1048  
COUNTY TREASURER'S MONTHLY REPORT  
Required by IC 36-2-10-16 and IC 6-1-5

County Form No. 47-TR

Month ending November 30, 2020

CHARGES:

1 Total Taxes Collected (Not Received to Ledger or Refunded)	327,390,862.04
2 Advance Draw (Net of charges)	85,000.00
3 Cash Changes (Including Late Assessment Penalties)	55,000.00
4 Surplus Payments	30,000.00
5 Demand Fees	30,000.00
6 Weed Control	30,000.00
7 Vehicle/Trailer Excise Tax	36,471.50
8 Heavy Equipment Rental Excise Tax	1,350,274.03
9 Aircraft License Excise Tax	1,183,961.48
10 Boat Excise Tax	873,616.05
11 Forest Reservation Credit	30,000.00
12 Homestead Credit	30,000.00
13 Total Charges of all Ledger Accounts	875,066,425.33
24 Depository Balance as Shown by Balance of Cash and Depositories Record (Detail on Reverse Side)	89,008,279.58
25 Depositories Record (Column 12, Line 40)	89,429,102.32
26 Currency	5,600.00
27 Checks, Money Orders, etc	5,600.00
28 Total	98,448,381.90
29 Cash Short (Add)	
30 Cash Over (Deduct)	
33 Profit	

WARRICK COUNTY RECEIVED  
DEC 03 2020  
WARRICK CO. AUDITOR  
FILED  
DEC 03 2020  
WARRICK CO. AUDITOR

RECONCILEMENT WITH DEPOSITORIES

34 Balance in all Depositories Per Daily Balance Record	859,008,279.58
35 Outstanding Voucher Checks (Detail by Depository)	5415,252.25
36 Depositories on Reverse Side	
37 (Detail on Reverse Side) Net Payments	
38 Profit (Detail on Reverse Side)	
39 Total (Must Agree with Line 28 Above)	853,593,027.33

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Receipts Deposited in Depositories	
(b) Uncollected Items on Hand (List on Reverse Side)	
(c) Total (Must Agree with Line 28 Above)	

State of Indiana, Warrick County; ss: I, the undersigned Treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated on this 17 day of December, 2020

ORIGINAL

Perkins Assets		Perkins Liabilities	
117000000	Warrick County Treasurer	117000000	Warrick County Treasurer
117000001	Warrick County Treasurer	117000001	Warrick County Treasurer
117000002	Warrick County Treasurer	117000002	Warrick County Treasurer
117000003	Warrick County Treasurer	117000003	Warrick County Treasurer
117000004	Warrick County Treasurer	117000004	Warrick County Treasurer
117000005	Warrick County Treasurer	117000005	Warrick County Treasurer
117000006	Warrick County Treasurer	117000006	Warrick County Treasurer
117000007	Warrick County Treasurer	117000007	Warrick County Treasurer
117000008	Warrick County Treasurer	117000008	Warrick County Treasurer
117000009	Warrick County Treasurer	117000009	Warrick County Treasurer
117000010	Warrick County Treasurer	117000010	Warrick County Treasurer
117000011	Warrick County Treasurer	117000011	Warrick County Treasurer
117000012	Warrick County Treasurer	117000012	Warrick County Treasurer
117000013	Warrick County Treasurer	117000013	Warrick County Treasurer
117000014	Warrick County Treasurer	117000014	Warrick County Treasurer
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117000048	Warrick County Treasurer	117000048	Warrick County Treasurer
117000049	Warrick County Treasurer	117000049	Warrick County Treasurer
117000050	Warrick County Treasurer	117000050	Warrick County Treasurer











ORIGINAL

Warrick County Claims for Payment  
Commissioner's Meeting, Monday, December 14th, 2020 - Non-Certified

Quill (Health)	
DeBra-Kuempel (Health)	\$ 197.80 Coffee, Hot Cocoa, Candles
Town Square Furnishings (Commissioners)	\$ 955.00 No Contract / Agreement
Meyer Truck Equipment (EMA)	\$ 13,547.40 No Bids / Quotes
MED Alliance Group, INC (EMA)	\$ 3,065.00 Does not follow county purchasing policy.
	\$ 42,500.00 Does not follow county purchasing policy.
	<b>Total: \$ 60,265.20</b>

Dan Saylor, President 

Bob Johnson, Vice President

Terry Phillippe, Member 

Debbie Stevens, Auditor 

ORIGINAL

Warrick County Claims for Payment  
Commissioner's Meeting, Monday, December 14th, 2020 - Non-Certified

Quill (Health)	
DeBra-Kuempel (Health)	\$ 197.80 Coffee, Hot Cocoa, Candles
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	<b>Total: \$ 60,265.20</b>

Dan Saylor, President 

Bob Johnson, Vice President

Terry Phillippe, Member 

Debbie Stevens, Auditor 

**WARRICK COUNTY COMMISSIONERS**  
 107 West Locust Street  
 Room 301, Old Courthouse  
 Boonville, Indiana 47601

**"ACCEPTANCE AND AGREEMENT OF TERMS"**

Regarding the Purchase of: PEST CONTROL SERVICES

We, Arab Termite & Pest Control Inc. (Company Name), do hereby verify we have thoroughly reviewed and completely understand all the terms and conditions of the Request for Quote (RFQ) as presented to us by Warrick County Commissioners, and, therefore, we confirm to accept and comply with all its terms and conditions.

Company Representative  
 (Successful Bidder)

Agent of Warrick County

Date: 12-16-2020

Date: JANUARY 1, 2021

Printed Name: Scot Wright Sr

Printed Name: DAW SAYLOR

Signature: [Signature]

Signature: X [Signature]

Title: President

Title: Board President