

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
December 27, 2021  
4:00 P.M.

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

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

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

**PLEDGE OF ALLEGIANCE**

**AREA PLAN**  
**AMENDED STREET CONSTRUCTION PLANS**  
**PP-21-03 VICTORIA WOODS, SECTION 1**

**Commissioner Phillippe:** Okay, as always, first order of business is APC.

**Molly Barnhill:** Okay. We have, they're on the agenda as amended street construction plans. But, they're only partial amendments to PP-21-03, Victoria Woods, Section 1. Petitioner/owner, Oakland Holdings, LLC, by Jordan Aigner, Managing Member. Three hundred ninety-one point zero-two (391.02) acres located on the northeast of the intersection of Oak Grove Road and Roslin Road, Wethers Road and Roeder Road. Boon Township, 17-6-8 and 18-6-8 with the complete legal on file. This was approved May 10, 2021. Now, they have amended partial street plans to get, and tonight, it's to get a consensus on the sanitary sewer being placed in the road. A full set of plans are still required to be filed and will probably come back before the Board. Tonight, we need a consensus on the sanitary sewer.

**Jim Morley, Jr.:** Jim Morley, Jr, Project Engineer. And so, correct. So, we had a set of road plans approved back in May time frame.

**Molly Barnhill:** Yep.

**Jim Morley, Jr.:** And this project is maybe in some ways the same and maybe in some ways different than a regular subdivision to the extent that it's on un-reclaimed mine ground. Most of what we see developed is reclaimed mine ground. And this is un-reclaimed mine ground. Which means it has all the hills and hollows that go with it. And as that unfolded, while there were out in the field, there were some places they wanted to make some changes here or there and, at our office, we kind of collected those changes as they went verses coming back with their change and then coming back another two (2) weeks with another change, come back another two (2) weeks for another change. So, we kind of collected those changes in our office as they were occurring. Unfortunately, perhaps, we did not come back soon enough. And so, one (1) of those changes that occurred along the way was a desire to move sanitary sewer, there's a large radius for a large corner, so to speak, on that part of the road. Almost a full 'U' there. And any time you go around a road on a big radius like that, sanitary sewers are laid in straight lines which means you set a manhole every time you come to a corner so to speak. And so it's difficult when we're, it's more difficult to lay around that corner because you end up having a lot more manholes as you come around and have bigger easements the farther you stay outside the right-of-way. And you kind of end up dipping inside and out of the right-of-way as you come around a corner like that. And so, ultimately, way back in the day, back when Greenlife was involved in the project, there had been a talk about putting in some utilities in the roadway. In fairness, that was not, that discussion was not held with this developer though. And so, along the process there was a decision made to put that, put some of that sanitary sewer inside the road right-of-way which is not, I say is not what we typically do in Warrick County. We also typically don't have these large corners coming around un-reclaimed mine ground. And so, we ended up making that change and it ended up getting installed that way prior to us filing our amended set of plans. Which I think brings us here today because we have something that is maybe not what we do on the majority of projects. We're here today to seek the ability to leave that sanitary sewer main in there. I understand there's a pro and con to everything in life. And the pro to this is we don't have as many manholes coming around that large section of road. The manholes, typically manholes would be a place in which you would have infiltration in the sanitary sewer line. So, the pro is we don't have as many manholes coming around there. The con is, is that line ends up being underneath the pavement for longer because we're not spending as much effort to keep it outside from underneath the pavement. So, today, we're seeking leaving that sanitary sewer line where it is installed. It was installed with sand backfill which is required underneath, anytime you're under or within five (5) feet of pavement. And it was installed that way. The developer as they go forward, as in most subdivisions, the curves will go down first, rock, and then a base coat of asphalt goes down. Then as you all probably notice in a lot of subdivisions, they'll run on that basecoat of asphalt as home construction occurs. Typically, a year, two (2) years, three (3) years depending on the rate of lot sales, before the final surface coat every goes down. It's not until the final surface coat ever goes down that you all would ever be asked to accept those roads. Which means there's about three (3), probably about three (3) years from when that sewer main goes in the ground to when you're asked to accept those roads. And during that time frame, first of all the construction is compacted so to speak as it went in. But you'll also have over that three (3) year period, you'll have concrete trucks, lumber trucks, heavy construction equipment rolling in and out of there. So, if there is any kind of soft spot so to speak, that will definitely bear out. And that's always fixed at the developer's expense. It's never fixed at the County's expense, because it occurs prior to the roads ever being accepted for maintenance. And so, anything like

that would be at the developer's expense. That being said, we do cross on a regular basis, we cross roads with drainpipes, water lines, sanitary sewer lines and so it is not uncommon to have pipes underneath the pavement in a subdivision. The only part that's a little less than normal is running them longitudinally underneath the pavement. But in this situation, there was an analysis done to determine which was a better fit and ultimately chose to go with underneath the pavement. And so, we would seek your, we're looking at concordance that this be allowed to remain there and then for the final, for the road plans to be reviewed and then hopefully, ultimately accepted as an amended road plan.

**Todd Glass:** Just like a consensus from this Board?

**Jim Morley, Jr.:** Yeah, so, I think, I think your, the county engineer's office is seeking a consensus and if that consensus is granted, then they would finish their road plan review and then we would come back for road plan approval if that consensus is given.

**Steve Sherwood:** Amended street plan approval.

**Jim Morley, Jr.:** Yes, sorry, I meant...

**Molly Barnhill:** We knew they were trying to get this work done. Some of it's done and we didn't want to hold them up, so we wanted to consensus tonight.

**Steve Sherwood:** That's what Bobby was asking for is that the Board could either allow or not allow about nine hundred feet (900) feet of sanitary sewer that was not on the approved street plans to be relocated within the pavement area.

**Commissioner Phillippe:** Jim, thanks for the explanation.

**Jordan Aigner:** Thank you, Jim. Jordan Aigner, developer, Oakland Holdings. Just one (1) thing, I want to make sure that we add that was, was really talked at length internally. This decision for sewer in the roadway actually costs us money. I know overtime, we all look at developers as, well, they're trying to cut, cut the corners and make it cheaper. The rock backfill that, when it was rock, we did the sand bedding and rock backfill all the way up. Okay? So, actually you have a little bit of an underdrain under your entire roadway there. Okay? But, it costs us money. We did it to save the trees was number one (1). There's sixty (60) to probably, sixty (60) year old trees there. If you look at it, you know, it's not, you know, hundreds of trees, but in, if you remember this was a project that is different than a lot of other ones. And I want to make sure we go on record that we had talked about, even with the Planning Commission, you know, we talked about lifestyle and trails and real trails, not just pavement striping, you know. And we, you know, there's lots in one (1) part of this area. There's not double lots, you know, so, when you think of maybe, you know, granting or consensus of something different than what you normally do, I wanna make sure to go on record this is different. We normally don't have sixty (60) year old trees that we're trying to save. Even if it is half a dozen. There were three (3) particular pine trees that my dad would not let me cut down, because he wanted to save those pine trees. It absolutely costs us more money, but it is a different situation. If it was a regular subdivision where it was in a cornfield and you really kind of have a blank canvas, we wouldn't have any issue. You know? But, I just want to make sure that you guys knew that. That we're really trying to take that effort to be different and to hold true with nature and conservation, you know, to the next step. So...

**Commissioner Phillippe:** Jordan, one (1) thing that really struck me and kind of, you know, helped me with my thoughts was, was the fact that Midwest Engineering was out there, basically, looking over your shoulder at every step when the line went in.

**Jordan Aigner:** Correct. Yep. Yeah, so they have to, you know, it's the City of Boonville, and they have to have an inspector on their, on site all the time. So, they were there and that was another thing that I just never got a chance to send an email, and my fault, to Bobby. The laterals are installed already. All of it was inspected. We air tested and man drilled this line because we were putting facilities over top. We didn't want to have a problem with the City of Boonville. Had I not air tested the line, Boonville would make me. Hey, you need air test the line and if I got a problem I'd be cutting up street in, to fix it anyway. So, we went ahead and went that extra mile to take all those precautions ahead of time. You know? But, I recognize it's not the norm and again, sorry that we, you know, it was something we should have gotten to you sooner. But, we were trying to get all those things, you know, cause there's some really small deep, you know, changes with drainage we wanted to wait to get the very end. You know? But, that's where we are with it.

**Commissioner Phillippe:** Commissioners, you have anything to add?

**Commissioner Saylor:** No, I was on site last week and looked at it.

**Commissioner Phillippe:** I'm, I'm fine with it, personally.

**Commissioner Saylor:** I'm fine with it.

**Commissioner Johnson:** I'm good with it.

**Commissioner Saylor:** There's your consensus.

**Commissioner Johnson:** I will say that if you would have had Jeramy on the project, you probably would have got your plans submitted in time.

**Jordan Aigner:** Yeah, (inaudible) this guy.

**Steve Sherwood:** Once Bobby returns to the office, we'll finish the review and get any other comments to them so they can do one (1) unified, amended set of plans. They did submit the bridge plans last week where they've indicated they wish to switch from the twin box culverts to a bridge design. And then I have an email from Morley's office about there's a few other changes they like to make in an email denoted by Alejandro on December 16<sup>th</sup>. So, we'll review all the prior small changes have been submitted in a couple different submittals and will make one (1) unified application where they can then finalize and present to you an amended set of street plans.

**Commissioner Johnson:** Good.

**Commissioner Phillippe:** Very good.

**Jim Morley, Jr.:** Sounds great.

**Commissioner Phillippe:** Thanks, Jim.

**Jordan Aigner:** Thanks guys, appreciate it.

**Commissioner Phillippe:** Next order of, Molly, is that all?

**Molly Barnhill:** That was all I had.

**Commissioner Johnson:** Thank you.

**APPROVAL OF MINUTES  
DECEMBER 13, 2021**

**Commissioner Phillippe:** Next order business is the approval of minutes from the December 13<sup>th</sup>, '21 meeting.

**Commissioner Johnson:** I'll make a motion to approve the minutes from December 13<sup>th</sup>.

**Commissioner Saylor:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Commissioner Phillippe:** And next order of business is Roger Emmons.

**Roger Emmons:** Thank you, Mr. President. First, I'd like to point out once again our Warrick County Voluntary Title VI Public Involvement Survey over here on this table. This is one (1) way for the County to gather statistical data regarding participants and beneficiaries of the Federal Aid Highway Programs we have, and the federal funds we receive.

**CONSENT AGENDA  
CERTIFIED CLAIMS – NON-CERTIFIED CLAIMS – PAYROLL  
VECTOR CONTROL CONTRACT  
MIDWEST TELECOM COMMUNICATIONS/NEC QUOTE  
PANDEMIC RELIEF FUND REQUEST 21-63**

**Roger Emmons:** The Consent Agenda consists of four (4) items. I think that we reviewed, most of those. I would point out for the Auditor's Claims Voucher, the, where I put plus Sheriff's longevity, that's information only. That will come to you at your January 11, 2022 meeting. And I think the only thing left, once you make your motion, would be for the Board to sign, B, the Health Department Agreement for Professional Services.

**Commissioner Phillippe:** Okay, so, for the record, the Consent Agenda consists of the Auditor Claims, Claims Reports from 12/15 to 12/28; the Health Department Vector Control Contract; Midwest Telecom quote Q109838; and Pandemic Fund Request 21-63. So, I'll entertain a motion for the Consent Agenda.

**Commissioner Johnson:** Make a motion to approve the Consent Agenda.

**Commissioner Saylor:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

*(Certified Claims in the amount of \$42,423,121.50 are located on Pages 11 through 15 of these Official Minutes)*

*(Non-Certified Claims in the amount of \$2,406.69 are located on Page 16 of these Official Minutes)*

*(Payroll is located on Page 16 of these Official Minutes)*

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

*(NEC Quote is located on Pages 16 through 17 of these Official Minutes)*

*(Pandemic Relief Fund Request 21-63 is located on Pages 17 through 18 of these Official Minutes)*

**FIXED ASSET NOTIFICATION FORM  
REASSESSMENT - FURNITURE**

**Roger Emmons:** And if you will, I have a couple other things I need. Fixed Asset Notification Form for Reassessment, new furniture. Terry and Dan had approved that via consensus. But the agenda had already been sent out and posted, so I respectfully request a separate motion to approve that Fixed Asset Notification Form.

**Commissioner Saylor:** I'll have a motion to approve the Fixed Asset Notification.

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

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

*(Fixed Asset Notification is located on Pages 18 through 19 of these Official Minutes)*

**APPROVAL OF EXECUTIVE SESSION MINUTES  
DECEMBER 15, 2021**

**Roger Emmons:** Then I have Minutes Memorandum for your December 15, 2021 Executive Session. That basically certifies that no subject matter was discussed in that session other than that specified in the Public Notice. That would need a separation motion to approve that. And it's ready for your signatures plus attestation from Auditor Stevens.

**Commissioner Saylor:** Make a motion to approve the Minutes of Memorandum, Memorandum for 12/15/21 Executive Session.

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

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

*(Executive Session Minutes are located on Page 19 of these Official Minutes)*

**PROPOSED ROAD USAGE AGREEMENT FOR PEABODY**

**Roger Emmons:** And the third item about those proposed road usage agreement, that's information only. Waiting for Bobby to get back on those.

**Commissioner Phillippe:** Good, cause I wasn't up to speed on those. Very good.

**Roger Emmons:** Thank you.

**Commissioner Phillippe:** Is that all?

**Roger Emmons:** That's it. Thank you, Mr. President.

**Commissioner Phillippe:** Thank you.

**COUNTY ATTORNEY  
ORDINANCE ESTABLISHING COUNTY COUNCIL DISTRICTS  
ORDINANCE 2021-42 SECOND READING**

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

**Todd Glass:** Thank you, Mr. President. I'll pass to the three (3) of you copies of the two (2) proposed Ordinances for final reading today for you if you'd like another copy. The first one (1) is Ordinance 2021-42, an Ordinance of the Board of Commissioners of Warrick County, Indiana, amending Chapter 131 of the Code of Ordinances Establishing Districts for Warrick County Council Election Districts. Adopting a new 30.15 with the new precincts as you decided upon in your First Reading of this Ordinance at the last meeting. This needs a motion and adoption on Second Reading and will be effective as of January 3rd of next year.

**Roger Emmons:** Todd, are these identical to what you left me at the last meeting?

**Todd Glass:** Correct.

**Roger Emmons:** Okay.

**Todd Glass:** I have another original if you need it, Roger.

**Roger Emmons:** Okay, I've just got the two (2) originals here for their signature, (Ordinance) 42 and 43.

**Todd Glass:** So, before you now would be on Second Reading, Ordinance 2021-42 Establishing Warrick County Council Election Districts.

**Commissioner Saylor:** You need an Ordinance? Or you need a motion?

**Commissioner Phillippe:** I need a motion.

**Commissioner Saylor:** Alright. I make a motion to approve Ordinance 2021-42 Establishing County Council Districts.

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

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Todd Glass:** Thank you, Mr. President.

*(Ordinance 2021-42 is located on Pages 19 through 20 of these Official Minutes)*

**ORDINANCE ESTABLISHING COUNTY COMMISSIONERS DISTRICTS  
ORDINANCE 2021-43**

**Todd Glass:** And also right in front of you then would be the next Ordinance, Ordinance 2021-43, an Ordinance of the Board of Commissioners of Warrick County, Indiana, amending Chapter 131 of the Code of Ordinances. Again, that was adopted on First Reading at your last meeting. This establishes or County Commissioner Districts. I don't recollect there being any changes to those. And this is before you on motion for approval on Second Reading, Ordinance 2021-43.

**Commissioner Johnson:** I'll make a motion to approve Ordinance 2021-43. Ordinance of the Board of Commissioners for the Districts.

**Commissioner Saylor:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Todd Glass:** Thank you, Mr. President.

*(Ordinance 2021-43 is located on Pages 20 through 21 of these Official Minutes)*

**WILSON FAMILY PRACTICE CONTRACT FOR MEDICAL SERVICES FOR WARRICK COUNTY EMPLOYEES**

**Todd Glass:** Next item on the agenda is a contract with the Wilson Family Practice, LLC., with Warrick County. Where, I don't know where this actually came from. But, we have reviewed it for the provision of various medical, primary, and urgent care services for Warrick County employees with Wilson Family Practice. For one (1) year term renewable effective January 1st.

**Commissioner Phillippe:** Very good. Any discussion?

**Commissioner Saylor:** What's the, what's the terms of, of not renewing? Todd? What's the notice?

**Roger Emmons:** Sixty (60) calendar days.

**Commissioner Saylor:** Sixty (60) days?

**Todd Glass:** So, we'll diary for at least for at least ninety (90) days to check with the Board for decision on renewal. Either party can give written notice of non-renewal. So, if for any reason the County does not wish to renew, you'll be able to.

**Commissioner Phillippe:** Very good. I'll entertain a motion to approve the contract.

**Commissioner Saylor:** So moved.

**Commissioner Johnson:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

*(Wilson Family Practice Contract is located on Pages 21 through 22 of these Official Minutes)*

**UPDATE TO ORDER ESTABLISHING PRECINCTS**

**Todd Glass:** Next, it's not needing any formal action by this Board. The Indiana Election Division, Angie identified for us that they had submitted to us their preferred Order Establishing Precincts and sent us the wrong one (1). The only change in your order that you previously approved is that it's not effective ten (10) days after publication, which would have been in December sometime, it's effective January 1<sup>st</sup>. So, all of your, and that's by law, there's no difference in what you've approved here. It is just reflective of their preferred form. You've previously approved the precinct changes and the Order Establishing Precincts and I brought it with me for correction today after the meeting.

*(Order Establishing Precincts Update is located on Page 22 of these Official Minutes)*

**BAKER TILLY ENGAGEMENT LETTER FOR THE PROPOSED WARRICK COUNTY DETENTION PROJECT**

**Todd Glass:** And next is a proposed engagement letter with Baker Tilly Municipal Advisors, LLC, regarding the Warrick County Detention Center Project. This has been submitted to me for review. It's in order between Baker Tilly and Warrick County. And I believe this has to do with services relating to the ongoing investigation and project development for the Jail Center, I believe.

**Commissioner Phillippe:** Very good.

**Todd Glass:** And it is improper form and order.

**Commissioner Phillippe:** Okay. So, we don't have to approve anything on that necessarily, just receive the message that it's in good order, right?

**Todd Glass:** That's, I believe you, if you say that's correct.

**Commissioner Phillippe:** I think we have to have a discussion with the County Council before we approve anything.

**Roger Emmons:** There is a, there is a place for signatures for the Board President.

**Todd Glass:** But if the Board is not ready to approve for motion and vote, that's fine. It is in proper form.

**Commissioner Phillippe:** Okay. Thank you.

**Roger Emmons:** Okay.

**EMPLOYEE HANDBOOK UPDATE**

**Todd Glass:** Lastly, I know that this Board and Counsel have been working hard on updating, in the bringing forward in a variety of directions, new and improved Employee Handbook that you've been going through for many weeks now. I believe or I can get some direction from this Board; I believe you've got all of your questions answered. If you wish, you could now place it back on the agenda for formal approval at your next meeting. That can be effective January 1st. But, one (1) thing you might wanna do is send out the version to your Department Heads prior to the next meeting for final formal approval and just let me know by consensus if you want to do that.

**Commissioner Phillippe:** I think that sounds like a good plan myself.

**Commissioner Johnson:** I think so.

**Todd Glass:** So, Roger, that would just be the updated and revised Employee Handbook for the next meeting for final adoption.

**Roger Emmons:** And that would be January 10<sup>th</sup>.

**Commissioner Phillippe:** 10<sup>th</sup>?

**Todd Glass:** Alright. Thank you, Mr. President, nothing further.

**Commissioner Phillippe:** Is that January 10<sup>th</sup> or 11<sup>th</sup>? 10<sup>th</sup>?

**Commissioner Saylor:** I have down the 10<sup>th</sup>. I was gonna check to see.

**Commissioner Johnson:** 10<sup>th</sup>.

**Commissioner Saylor:** That's the next meeting, right? Yeah. January 10<sup>th</sup>.

**Todd Glass:** I had nothing further unless you want me to introduce the County Economic Development Department item which is next on the agenda.

**ECONOMIC DEVELOPMENT DEPARTMENT  
FIRST AMENDMENT TO THE RURAL BROADBAND ECONOMIC DEVELOPMENT  
AGREEMENT WITH RIVER CITY WIRELESS**

**Commissioner Saylor:** Yes. Steve won't be here.

**Commissioner Phillippe:** Got it, yeah, please do so.

**Todd Glass:** Alright, thank you, Mr. President.

**Commissioner Phillippe:** Thank you.

**Todd Glass:** I've been asked by Steve Roelle the Economic Development Director to briefly introduce what he's already provided to the Board. It's the First Amendment to the Rural Broadband Economic Development Agreement with River City Wireless, Warrick County, and the Department of Economic Development. And the current Broadband Economic Development Agreement with River City Wireless includes a provision for incentive payments for new customers. Mr. Davis and Mr. Roelle has worked out this amendment with River City Wireless where they are instead redirecting that incentive to provide for fifty percent (50%) payment of the Yellowbanks tower and the Ditney Hill tower instead. It does not increase the County's obligation under the Rural Broadband Economic Agreement with River City Wireless, but just makes that amendment redirecting those funds from the new customer incentive to the tower assistance. And the County does not have to provide those payments until the towers are complete and it includes a cap of, I'm looking for the actual number. Approximately sixty-three thousand (\$63,000.00) for the Yellowbanks tower and seventy-five thousand seven-hundred (\$75,725.00) for the Ditney Hill tower and no more. And again, as I said, the obligation of the County remains unchanged. And if there's any questions, I'll do my best to answer those.

**Commissioner Phillippe:** Is this something you're seeking approval on right now?

**Todd Glass:** Um hum.

**Commissioner Phillippe:** Yeah.

**Todd Glass:** Yeah, we need approval for this amendment between Warrick County, Warrick County Economic Development, and River City Wireless modifying those incentive payments from new customer incentive payments to tower assistance.

**Commissioner Johnson:** Were we wanting to see if it was possible to see some type of coverage plan?

**Commissioner Phillippe:** Yeah, I have some questions about it. I'm not, I'm not, I guess I'm just unaware of the details of the contract. Is there any timeline here that needs to be in play?

**Todd Glass:** I believe there was.

**Commissioner Phillippe:** Or let me ask it this way, question this way, if we approve this now, is the room to tweak it if we need to?

**Todd Glass:** I believe there was a time constraint from Economic Development for approval of this. I would maybe propose that if the Board wishes, a move to approve on condition that any of your final concerns are addressed by Mr. Roelle before you tender your signed agreement.

**Commissioner Phillippe:** Okay, I'm good with that.

**Todd Glass:** If you just either copy me with those concerns or share those with me, I'll make sure those get addressed.

**Commissioner Phillippe:** Okay.

**Commissioner Johnson:** Well, the one thing that I had was I was wanting to see some type of distribution of coverage for each of those two (2) towers. If they could do some type of circumference, what areas that might cover to see, I'm still concerned about some of the areas in District 3 that might not be covered.

**Todd Glass:** Certainly, I would imagine Mr. Roelle has that data and could provide that.

**Commissioner Johnson:** I'll make a motion contingent on getting that information and getting approved through the three (3) of us. So, I would make the motion for the amendment to the Rural Broadband Economic Development Agreement with River City Wireless, I'd recommend approval.

**Commissioner Saylor:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Todd Glass:** Thank you, Mr. President. I'll relay that, those questions and requests for their information.

**Commissioner Phillippe:** Okay. Is that all you have?

**Todd Glass:** Um hum.

**Commissioner Phillippe:** Very good.

*(River City Wireless Amendment is located on File in the Auditor's Office)*

### **COUNTY ENGINEER/HIGHWAY DISTRICT 1 HIGHWAY FACILITY BID OPENING**

**Commissioner Phillippe:** Next order of business is County Highway and Engineering and I guess that's you, Steve.

**Steve Sherwood:** Thank you, Mr. President. Steve Sherwood here on behalf of Bobby Howard who is off for the rest of this year. First item, as you see, District 1 Highway Facility Bid Opening. It was taken under advisement at the last meeting. I have not been furnished any bids for review for this meeting and I thought maybe the architect who took the bids back in for review would be present, but I don't see anyone in the audience.

**Commissioner Phillippe:** Okay.

**Steve Sherwood:** I would just ask that it be tabled again to the next meeting.

**Commissioner Saylor:** Make a motion to table.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

### **DEDICATION OF RIGHT OF WAY FOR OAK GROVE ROAD AND BELL ROAD INTERSECTION AND OAK GROVE ROAD AND COAL MINE ROAD INTERSECTIONS**

**Steve Sherwood:** Next item I have on the agenda is to discuss the dedication of right-of-way for the two (2) parcels involved in the Oak Grove Road, Phase 2 and Oak Grove Road, Phase 3 Projects. I'll take the Oak Grove Road, Phase 2 Project first. If you recall, there's a parcel at the southwest corner of Oak Grove Road and Bell Road where



we bought the entire parcel because it was a house taking. The right-of-way has not been separated from the parcel at this time. If the Board wishes to do something with the right-of-way or rather with the residual amount of property, we probably need to separate the right-of-way per the project plans from the parcel. And this same information goes for the parcel on Oak Grove Road, Phase 3 Project at the northeast corner of Coal Mine and Oak Grove Road. Again, separating the proposed right-of-way where it was taken by virtue of the project design that we separated from the Warrick County parcel and basically just consensus or a motion to approve the right-of-way being separated from the parcel and creating in effect a residual parcel that the County Attorney be asked to draft warranty deeds to that effect.

**Commissioner Saylor:** Steve, I have a question.

**Steve Sherwood:** Sure.

**Commissioner Saylor:** If we ever widen Coal Mine, let's say twenty (20) years from now, the road right-of-way that you're requesting, that you put in there, is that enough for expansion or should we just always hang on to that piece of land forever? In other words, don't want to approve that right-of-way and then ten (10) years down the road we decide Coal Mine needs to be widened for some reason. There's two (2) new subdivisions being built right there on that road. There's plenty of acreage left to build more.

**Steve Sherwood:** The project line that you see running literally down the yellow no passing stripe is thirty (30) feet off and it's about three (3) or four (4) feet behind the sidewalk that you see there. And that's the right-of-way that was taken or proposed to be taken. Obviously, we took the whole parcel cause the house condemnation. We can either propose to take the right-of-way off this now and address again if the Board was to consider ever conveying the residual parcel. We could address that before...

**Commissioner Saylor:** Before we convey that? Or sell it or whatever?

**Steve Sherwood:** (Inaudible) and the one (1) at Oak Grove and Bell, we have basically thirty-five (35) feet of right-of-way with a forty-five (45) degree cut here. And this gentleman that abuts it to the south has already expressed interest in purchasing the residual amount of property before, it's expansion of his yard. He has currently signed an agreement with Warrick County that he's, he's mowing the property and storing RV and a small boat I think and using the property for his regard as long as he maintains it. So, those are the two (2) properties, we just want to be sure that it goes on the record that the right-of-way is taken before we ever do something with the parcel so these things move on and we all forget this had happened.

**Commissioner Phillippe:** I was gonna say my comment is appreciate you doing that. I think a lot of people would have let it just sit as is. So, thank you. Counsel, does this need to be a motion? Consensus?

**Todd Glass:** Yeah, I think so, so, he has your approval to establish that boundary of the right-of-way at this point in time. But, I agree with Steve, so long as the County owns the entirety of the parcel, you can revisit this later before you transfer.

**Commissioner Saylor:** Do they need to be separate motions or we can incorporate both these in one (1) motion?

**Steve Sherwood:** I think one (1) would cover both.

**Commissioner Saylor:** I make a motion to approve the dedication of right-of-way for the two (2) parcels that Steve spoke about on Bell Road and Oak Grove and Coal Mine and Oak Grove.

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

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Steve Sherwood:** Thank you and I'll forward that information to the County Attorney for him to address at a future meeting.

*(Road Right-of-Ways are located on File in the Auditor's Office)*

### **BOLLARD FOR THE CASEY ROAD TRAIL ENTRANCE AT 261**

**Steve Sherwood:** Last item I have which is not on the agenda, Commissioner Saylor spoke with Bobby concerning a proposed bollard be installed in the trail at the north end of the cul-de-sac at Casey Road where the trail connects over to the sidewalk on (Hwy) 261. Someone attempted to drive through the trail.

**Commissioner Saylor:** No, they didn't attempt, they did. They did drive through the trail.

**Steve Sherwood:** We were asked to have the contractor and prepare a change order and if the Board wanted to approve this this evening, we have a Change Order 6 for a removable bollard. This would be locked in place and only be removed by the County. Change Order 6 for that project for the amount of two thousand two hundred sixty-one dollars and zero cents (\$2,261.00) and Bobby has approved that that be brought to the Board's attention for the Board's approval this evening.

Commissioner Phillippe: Steve, what's the change order number? Is there a number on the change order?

Steve Sherwood: Change Order 6.

Commissioner Phillippe: 6.

Commissioner Saylor: I make a motion to approve the Change Order 6.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Steve Sherwood: Thank you, Mr. President, that's all that I have unless the Board has any questions. If not, Happy New Year for all.

Commissioner Phillippe: Happy New Year to you. Thank you.

*(Change Order 6 is located on Pages 23 through 24 of these Official Minutes)*

**COMMISSIONER ITEMS FOR DISCUSSION**

Commissioner Phillippe: Anything else for the Board?

Commissioner Johnson: Chief Deputy?

Commissioner Phillippe: Pardon.

Commissioner Saylor: Chief Deputy Sheriff.

Commissioner Phillippe: Sheriff, do you have anything? Chief Deputy?

Commissioner Saylor: Chief Deputy?

Commissioner Johnson: Chief Deputy?

Commissioner Phillippe: Do you have anything for the board?

Chief Deputy Paul Kruse: No, thank you.

Commissioner Phillippe: Okay. Very good. I'll entertain a motion.

Commissioner Saylor: You shouldn't sit by her. She'll get you in trouble.

Commissioner Johnson: I told you before the meeting.

Chief Deputy Paul Kruse: She moved over to me. I tried to stay out of trouble.

Commissioner Saylor: Make a motion to adjourn.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:35 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILIPPE, PRESIDENT
[Signature]

ROBERT JOHNSON, JR., VICE PRESIDENT
[Signature]
DAN SAYLOR, MEMBER

ATTEST:
[Signature]
DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Table with columns: Worksheet Date, Payee Name, Fund, Local Share, Amount, Description, Law Dept, Law, Amount. Contains a detailed list of payments for Warrick County, Indiana, dated December 27, 2021.









Warrick County Claims for Payment  
Commissioner's Meeting - Monday, December 27th, 2021

B-Hive (Health)	156.35	Account Classification
Germ Chemical (Health)	198.92	Account Classification
Aligner (Health)	68.75	Account Classification
First Bankcard (Storm Water)	247.43	Snacks
Purdue CES Fund (Extension Serv)	149.2	Account Classification
McKesson Medical-Surgical (Health)	182.04	Account Classification
Mitchell & McCormick (Health)	114.95	Account Classification
Herr's Body Shop (Health)	529.44	Account Classification
Kenway (Health)	138.48	Tissues
Office Depot (Surveyor)		
<b>Total:</b>	<b>\$ 2,406.69</b>	

Terry Phillippe, President  
 Bob Johnson, Vice President  
 Dan Saylor, Member  
 Debbie Stevens, Auditor

Department	Amount	Material	Quantity	Unit Price	Payroll To
1178-0000	10,000.00				
1178-0001	10,000.00				
1178-0002	10,000.00				
1178-0003	10,000.00				
1178-0004	10,000.00				
1178-0005	10,000.00				
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1178-0043	10,000.00				
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1178-0069	10,000.00				
1178-0070	10,000.00				
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1178-0095	10,000.00				
1178-0096	10,000.00				
1178-0097	10,000.00				
1178-0098	10,000.00				
1178-0099	10,000.00				
1178-0100	10,000.00				

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column herein, are true and correct. I have read them and they are correct. Monday, December 20, 2021. *Debbie Stevens, Treasurer*

**NEC SIP TRUNKING** **Powered by CINOUSO**  
 Quotation for Service  
 Warrick County Commissioners  
 Terry Phillippe  
 812-897-6120  
**CUSTOMER ADDRESS**  
 107 W Locust St Ste 301  
 Boonville, IN 47601

Quote #: Q-109638  
 Contract Term: 1 Year  
 Total One Time Charges: \$2,053.14  
 Total Monthly Recurring Charges: \$610.85

QUANTITY	UNIT PRICE	ONE TIME	RECURRING
1	\$1,925.00	\$1,925.00	\$0.00
118	\$0.00	\$0.00	\$70.80
2	\$3.00	\$0.00	\$6.00
1	\$2.00	\$0.00	\$2.00
1	\$430.00	\$0.00	\$430.00
10	\$0.00	\$0.00	\$430.00
118	\$0.73	\$86.14	\$0.00
2	\$0.00	\$0.00	\$0.00
1	\$0.00	\$0.00	\$0.00
10	\$4.20	\$42.00	\$0.00
52	\$0.00	\$0.00	\$0.00
1	\$0.00	\$0.00	\$0.00
1	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$2,053.14</b>	<b>\$610.85</b>

**QUOTE TOTAL**  
 Total One Time Charges: \$2,053.14  
 Total Monthly Recurring Charges: \$610.85

**PARTNER CONTACT**  
 Midwest Telecom Communications  
 David Shipley  
 dshipley@midwesttel.com



Upon Customer signature of this Quotation for Service (or any revision and addition thereof) the Quotation for Service and Use, the Service Order and is governed by the NUSO Business Customer Terms & Conditions of Service

This Quotation for Service (or any revision thereof) is exclusive of taxes, surcharges, fees and regulatory assessments that may be; and/or are applicable to installation, Equipment, the Service, Customer agrees that they (or any revision thereof) along with all Non-Recurring Costs (NRC's) and Monthly Recurring Costs (MISC's) even though such taxes, fees, surcharges and regulatory assessments are not formally specified on this Quotation for Service.

If Customer is entitled to a refund, the amount of the refund shall be determined by NUSO and assessed to Customer. Customer shall provide NUSO with valid exemption forms to be accepted and approved by NUSO. In the event and until such time Customer provides valid exemption forms accepted by NUSO, NUSO shall have the right to charge Customer for any taxes, fees, surcharges and assessments at the sole discretion of NUSO.

NUSO Business Customer Terms & Conditions of Service shall be governed by and in accordance with the NUSO Business Customer Terms & Conditions of Service. Use as signed and accepted by the Customer and may include without limitation termination and/or cancellation fees.

Customer affirms and agrees that upon execution of this Quotation for Service it becomes a legally binding Service Order. Therefore if Customer Cancels or terminates this Service Order prior to installation a termination fee of 100% of the Service Order Form and/or any portion thereof after Service installation. Customer shall be subject to termination of up to 100% of the cancelled and/or terminated specific product that had been ordered. Additionally if NUSO Business Customer Terms & Conditions of Service and Use the same cancellation/termination fees shall apply.

Warrick County Commissioners

Company Name

TESSY J PHILLIPS

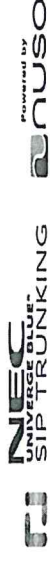
Authorized Representative - Print Name

[Signature]

Authorized Representative - Signature

December 27, 2021

Date



UNIVERGE BLUE SIP TRUNKING

POWERED BY NUSO

PREPARED FOR

Warrick County Commissioners

Roger Emmons

roger@warrickcounty.gov

317-897-6120

CUSTOMER ADDRESS

107 W. Locust Street

Boonville, IN 47601

Service Location - Main Address

SIP Trunk Installation Fee

Telephone Number

Univerge Blue SIP Trunk - Additional Call Path

E911

Univerge Blue SIP Trunk Bundle 23

Univerge Blue SIP Trunk

Univerge Blue SIP Trunk Setup Fee

SIP Trunk Setup Fee

Bundle 23 Setup Fee

Directory Listing Setup Fee

Univerge Blue SIP Trunk Number (Included)

E911 (Included)

Toll Free Number - \$0.0300 per minute (Included)

UNIT PRICE	QUANTITY	ONE TIME	RECURRING
\$14.00	110	\$1,540.00	\$70.00
\$23.00	2	\$46.00	\$46.00
\$2.45	9	\$22.05	\$22.05
\$430.00	1	\$430.00	\$430.00
\$1.00	110	\$110.00	\$110.00
\$0.75	110	\$82.50	\$82.50
\$0.00	2	\$0.00	\$0.00
\$42.00	10	\$420.00	\$0.00
\$0.00	12	\$0.00	\$0.00
\$0.00	2	\$0.00	\$0.00
\$0.00	Total	\$2,053.14	\$610.85

QUOTE TOTAL  
Total One Time Charges \$2,053.14  
Total Monthly Recurring Charges \$610.85

Quote #: Q-109838  
12/15/2021 3:10:22 UTC  
Total One Time Charges \$2,053.14  
Total Monthly Recurring Charges \$610.85

PARTNER CONTACT

David Shipley, Microcom Communications  
dshipley@midwesttel.com

21-63

TO GROUP ON 12-15-21. T.E.

WARRICK COUNTY, INDIANA  
PANDEMIC RELIEF FUND REQUEST FORM

Requesting Party: COMMISSIONERS GRANT REV. P.R.

Phone Number: 317-897-6120 Email Address: info@warrickcounty.gov

Amount Requested: \$4,500.00 Designated Expense Category (top): 6

This Request is to:  Reimburse one or more prior expenses already incurred

Pay for one or more anticipated expenses yet to be purchased

Description of Request and how it is necessary in response to COVID-19 pandemic:  
catch additional pages as necessary

DECEMBER 2021 INVOICE TO PAY

WARRICK COUNTY GRANT DEVELOPMENT DIRECTOR

REBEKA L. BENNETT-STEARSMAN

PER CONTACT PAYMENT SHALL BE MADE ON

THE FIRST OF EACH MONTH.

Please attach any and all supporting documentation to this Request (e.g., quotes, proposals, invoices, etc.). Failure by a Requesting Party to include necessary Supporting Documentation will result in the rejection of this Request.

Submit this Request and copies of all Supporting Documentation to:

Roger Emmons  
Warrick County Administrator  
107 W. Locust Street, Suite 301  
Boonville, IN 47601  
roger@warrickcounty.gov

Request Number: 21-63 For Administrator use only

Signature: [Signature] Date Received: 12/14/2021

Title: ADMINISTRATOR Date: 2-15-21

December 31, 2021

Invoice No. 103

TO: Warrick County Commissioners  
107 W Locust, Suite 303  
Boonville, IN 47601

Description:	Amount
Grant Development Director – Warrick County Contracted – October 4, 2021 (December, 2021) Reconcile COVID Pandemic Funds Receive COVID Pandemic Fund Requests Review and receive Non-Profit Reports Review and distribute ARP Action surveys Webinars – ARP Meet with Baker-Tilly RE: ARP app Review and condense Compliance Report Obtain access to US TREASURY portal	\$4,500.00
<b>TOTAL:</b>	<b>\$4,500.00</b>

Terms: Due on Receipt

Remit to:

Debra L Bennett-Stearman  
Via ACH



**ACH Authorization Form**

**CREDIT AUTHORIZATION FORM**

I (we) hereby authorize Warrick County to initiate entries to my/our checking/savings account at the financial institution listed below. This authority will remain in effect until Warrick County is notified by me (us) in writing to cancel it in such time as to afford Warrick County and the financial institution listed below a reasonable opportunity to act on it.

Debra L. Bennett-Stearman  
Business Name \_\_\_\_\_  
Debra L. Bennett-Stearman  
Name of Authorized Signer \_\_\_\_\_  
grants@warrickcounty.gov  
Email Address \_\_\_\_\_  
Hancock Bank and Trust  
Financial Institution Name \_\_\_\_\_  
089903140  
Financial Institution Routing Number \_\_\_\_\_  
0801267  
Checking/Savings Account Number \_\_\_\_\_  SAVINGS  
  
Signature \_\_\_\_\_  
October 18, 2021  
Date \_\_\_\_\_

**FIXED ASSET NOTIFICATION FORM**

DEPARTMENT: REASSESSMENT  
THIS NOTIFICATION IS FOR: ( ADDITION ) UPDATE TRANSFER DISPOSAL  
ACQUISITION IS BY: ( PURCHASE ) DONATION LEASE TRANSFER ( ATTACH COPY )

DATE OF TRANSACTION: DECEMBER 14, 2021 P.O. NO: \_\_\_\_\_ MILEAGE OR HOURS: \_\_\_\_\_  
ACCOUNT NO: 064896 LOCATION: ASSESSOR OFFICE  
ESTIMATED LIFE EXPECTANCY: 20years  
SERIAL OR VIN NUMBER: \_\_\_\_\_  
TOTAL/PARTIAL VALUE OF ASSET: \$3,509  
(PLEASE ATTACH APPROPRIATE APPRAISAL REPORTS TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DONATED?)  
DESCRIPTION: National Business Furniture 11 shape desk set; state of the art  
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)  
BRAND OR MAKE: \_\_\_\_\_  
YEAR: \_\_\_\_\_  
MODEL NO: \_\_\_\_\_  
LICENSE NO: \_\_\_\_\_ ATTACH COPY OF REGISTRATION  
GROSS VEHICLE WEIGHT: \_\_\_\_\_ TRUCKS ONLY \_\_\_\_\_  
IF DISPOSED - METHOD: \_\_\_\_\_ SOLD \$ \_\_\_\_\_ TRADED \_\_\_\_\_ JUNKED \_\_\_\_\_ SCRAPPED \_\_\_\_\_  
STOLEN/WRECKED \_\_\_\_\_  
(ATTACH AND SIGN REPORT) END-OF-LEASE \_\_\_\_\_  
(ATTACH COPY OF MINUTES) 12/27/2021  
DATE BOARD APPROVED: \_\_\_\_\_  
(REAL PROPERTY ONLY) SIGNATURE:   
PERSON RESPONSIBLE: Debra L. Bennett-Stearman PRINTED NAME: Debra L. Bennett-Stearman  
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:   
IF TRANSFERRED \_\_\_\_\_  
RECEIVING PERSON'S SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_  
**AUDITORS USE ONLY**  
RECEIVED: \_\_\_\_\_ ENTERED FIXED ASSET: \_\_\_\_\_  
INSURED: \_\_\_\_\_ AUDITOR'S INITIAL: \_\_\_\_\_

**FURNITURE** NATIONAL BUSINESS FURNITURE, LLC  
 100 WILCOUST BOONVILLE, IN 47601  
 PHONE: 317.833.5555 FAX: 317.833.5555  
 EMAIL: SALES@NBFURNITURE.COM

**INVOICE: 000116020** INVOICE DATE: December 17, 2021  
 DUE ON: January 15, 2022  
 \* Please remit payment to the address

**SHIP TO:** WARRICK COUNTY ACCESSOR  
 WARRICK COUNTY  
 1 COUNTY SQ STE 280  
 BOONVILLE, IN 47601  
 Account Number: CF0466

**SHIP FROM:** WARRICK COUNTY  
 100 WILCOUST  
 BOONVILLE, IN 47601  
 Account Number: CE8886

SALES TAX	10255	WARRICK COUNTY	33,006.03
SUBTOTAL	\$3,006.03	WARRICK COUNTY	\$3,006.03
Shipping	\$65.00	WARRICK COUNTY	\$65.00
Insurance	\$30.00	WARRICK COUNTY	\$30.00
Payments	\$0.00	WARRICK COUNTY	\$0.00
ADJUSTMENTS	\$3,406.03	WARRICK COUNTY	\$3,406.03
<b>TOTAL DUE</b>			<b>\$3,406.03</b>

**THANK YOU FOR YOUR ORDER!**

Online card payment (Credit Method)  
 Bank Account Number: 076000019  
 Account Name: National Business Furniture, LLC  
 Account Number: 000116020  
 Credit Card - Call 1-800-833-5555  
 Payment Method - Call 1-800-833-5555  
 Payment Method - Mail check payable to National Business Furniture, LLC  
 100 Wilcoust, Boonville, IN 47601  
 \*Terms Net 30

If your deposit was made with a credit card and the balance is not paid within 90 days of invoice date, your credit card will be charged.  
 Need a copy of our W-9? Please visit our website at [www.nbfurniture.com](http://www.nbfurniture.com)

No returns accepted without prior written consent from National Business Furniture, LLC  
 Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-employment tax if shipment to a location where we are not registered to collect tax. If you feel any taxes were charged in error, please contact us immediately. All documentation will be returned to you.

Invoice 01013020

Page 1 of 1

**ORDINANCE 2021-42**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING CHAPTER 131 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA**

WHEREAS, pursuant to Ind. Code 36-2-2-2, the County Executive of Warrick County is the Board of Commissioners of Warrick County, Indiana;  
 WHEREAS, pursuant to Ind. Code 36-2-3-2, the County Fiscal Body of Warrick County is the Warrick County Council;

WHEREAS, during the first year after a year in which a federal decennial census is conducted, Ind. Code 36-2-3-4(a) requires the County Executive to establish, by ordinance, the election districts of the County Council by dividing the County into four (4) contiguous, single-member districts in accordance with those standards set forth in Ind. Code 36-2-3-4(d);

WHEREAS, Ind. Code 36-2-3-4(d) states that the County Council election districts required to be established by the County Executive must: (1) be compact, subject only to natural boundary lines; (2) not cross precinct boundary lines; (3) contain, as nearly as possible, equal population; and (4) include whole townships, except when a division is clearly necessary to accomplish redistricting;

WHEREAS, the United States Census Bureau conducted a federal decennial census in 2020;  
 WHEREAS, in compliance with Ind. Code 36-2-3-4, the Board of Commissioners of Warrick County desires to establish the election districts of the Warrick County Council as set forth herein.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana, that:  
 The Code of Ordinances of Warrick County, Indiana, Section 30.15 entitled "County Council Districts" is hereby amended in its entirety and replaced as follows:

- § 30.15 WARRICK COUNTY COUNCIL DISTRICTS.
- (A) The election districts for the Warrick County Council are as follows:
1. District 1 shall be comprised of the following precincts:
    - i. Ohio 03
    - ii. Ohio 06
    - iii. Ohio 08
    - iv. Ohio 09
    - v. Ohio 10
    - vi. Ohio 11
    - vii. Ohio 15
    - viii. Ohio 17

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**ORDINANCE 2021-42**

- ix. Ohio 19
- x. Ohio 20
- xi. Ohio 22
- xii. Ohio 27
- xiii. Ohio 28
- xiv. Ohio 32

2. District 2 shall be comprised of the following precincts:

- i. Campbell
- ii. Ohio 06
- iii. Ohio 07
- iv. Ohio 12
- v. Ohio 13
- vi. Ohio 14
- vii. Ohio 21
- viii. Ohio 23
- ix. Ohio 24
- x. Ohio 30
- xi. Ohio 31
- xii. Ohio 34

3. District 3 shall be comprised of the following precincts:

- i. Anderson
- ii. Boon 03
- iii. Boon 10
- iv. Boon 15
- v. Ohio 01
- vi. Ohio 02
- vii. Ohio 05
- viii. Ohio 16
- ix. Ohio 25
- x. Ohio 26
- xi. Ohio 35

4. District 4 shall be comprised of the following precincts:

- i. Boon 05
- ii. Boon 06
- iii. Boon 07
- iv. Boon 08
- v. Boon 09
- vi. Boon 11
- vii. Boon 12
- viii. Boon 13

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ORDINANCE 2021-42

- ix. Boon 14
- x. Greer 01
- xi. Greer 02
- xii. Hart
- xiii. Lane
- xiv. Owen
- xv. Pigeon
- xvi. Skeleton

(B) The remaining members of the Warrick County Council shall be "at-large members" and shall be elected by the voters of the entire Warrick County pursuant to Ind. Code 36-2-3-4(a).


This Ordinance shall be effective upon January 3, 2022.


*[rest of page intentionally left blank]*


ORDINANCE 2021-42

The above Ordinance is passed by the Board of Commissioners of Warrick County, Indiana, this 13<sup>th</sup> day of December, 2021.

BOARD OF COMMISSIONERS  
OF WARRICK COUNTY, INDIANA

  
Terry J. Whitely, President


  
Robert H. Johnson, Jr., Vice President

  
Dan Saylor, Member

ATTEST:

  
Deborah K. Stevens, Auditor  
Warrick County, Indiana

APPROVER AS TO LEGAL FORM:

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

ORDINANCE 2021-43

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING CHAPTER 131 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA

WHEREAS, pursuant to Ind. Code 36-2-2-2, the County Executive of Warrick County is the Board of Commissioners of Warrick County, Indiana;

WHEREAS, Ind. Code 36-2-2-4(a) requires the County Executive to establish, by ordinance, the election districts of the Board of Commissioners by dividing the County into three (3) contiguous, single-member districts that must: (1) be reasonably compact; (2) not cross precinct boundary lines; and (3) divide townships only when a division is clearly necessary to accomplish redistricting;

WHEREAS, Ind. Code 36-2-2-4(c) and 36-2-2-4(d) state that the County Executive is to establish Board of Commissioners election districts that must be contiguous, compact, and comply with Ind. Code 36-2-2-4, unless the County Executive determines that such division into new election districts is not required due to the existing election districts being in compliance with Ind. Code 36-2-2-4.

WHEREAS, the United States Census Bureau conducted a federal decennial census in 2020; existing election districts for the Board of Commissioners of Warrick County hereby recertify that the compliance with Ind. Code 36-2-2-4.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana, that:

The Code of Ordinances of Warrick County, Indiana, Section 30.01 entitled "County Council Districts" is hereby amended in its entirety and replaced as follows:

§ 30.01 WARRICK COUNTY BOARD OF COMMISSIONER DISTRICTS.

- (A) The election districts for the Board of Commissioners of Warrick County are as follows:
1. District 1 shall be comprised of all precincts of Anderson and Ohio Townships.
  2. District 2 shall be comprised of all precincts in Boon, Campbell, and Greer Townships.
  3. District 3 shall be comprised of all precincts in Hart, Lane, Owen, Pigeon, and Skeleton Townships.

This Ordinance shall be effective upon January 3, 2022.

ORDINANCE 2021-13

The above Ordinance is passed by the Board of Commissioners of Warrick County, Indiana, this 13<sup>th</sup> day of December, 2021.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

Terry D. Whipple, President

Robert H. Johnson, Jr., Vice President

Tim Saylor, Member

ATTEST:

*Deborah K. Stevens*  
Deborah K. Stevens, Auditor  
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

*Todd I. Glass*  
Todd I. Glass, Esq. #13982-18  
FINE & HATFIELD, A Professional Corporation  
520 N.W. Second Street, P.O. Box 775  
Evansville, Indiana 47701  
Telephone: (812) 425-3392  
Warrick County Attorney

Wilson Family Practice, LLC  
Contract For Services

This Agreement for Services ("Agreement") is entered into by and between Wilson Family Practice, LLC ("WFP") and Warrick County, Indiana, by and through its Board of Commissioners (the "County"), on this 1st day of January, 2022.

WHEREAS, WFP enters into contractual relationship with the County to provide certain professional medical services to their employees and dependents enrolled in Wilson Prime Care. "Wilson Prime Care" is a program that provides certain medical services at Wilson Family Practice, LLC.

NOW THEREFORE, in consideration of their mutual promises made herein, and for the other good and valuable consideration, receipt of which is hereby acknowledged by each Party, WFP and the County hereby agree as follows:

ARTICLE 1. OBLIGATIONS OF WILSON FAMILY PRACTICE, LLC

Section 1. MEDICAL PROFESSIONALS. WFP will arrange for medical professionals to perform certain medical services (as defined herein) at Wilson Family Practice, LLC for the County's employees and dependents who are enrolled in Wilson Prime Care. WFP staff includes nurse practitioners and ancillary support staff. For the term of this Agreement, including any renewal term(s), the nurse practitioners shall hold current state licensing and certification through the board of nursing, and practitioners shall be in good standing with a professional association, have absence of any restrictions through the licensing board or DEA, and absence of conviction of felony.

Section 2. MEDICAL SERVICES. The medical services shall be performed by medical professionals, under the control and responsibility of WFP, who deem appropriate services for each individual patient. These medical services include primary care, urgent care, preventative care, wellness exams, DOT exams, sports physicals and urgent exam panel. The following clinical services are wellness exams: DOT exams, sports physical and urgent exam panel. The following clinical services are A strep, rapid influenza A and B, yearly wellness labs, urinalysis, urine pregnancy, Monospot, and rapid RSV. Procedures included are trigger point injections, joint injections, simple laceration repairs, and benign lesion removals. Multiple tier 1 medications will be available at the clinic as part of Wilson Prime Care for the convenience of participants enrolled in Wilson Prime Care.

Section 3. DATA ANALYTICS. Wilson Family Practice, LLC will provide data analytics and reporting to the County and DA Waitz and Associates. Reports will be provided using Springbuk, Inc. Utilization reports shall be provided to the County upon request.

Section 4. NURSE NAVIGATOR. Wilson Family Practice, LLC shall provide a qualified nurse (LPN or RN) four (4) to eight (8) hours per week to facilitate clinic engagement, navigate patient care and assist with scheduling needs, facilitate referrals for disease management, and provide health and disease education.

Section 5. MEDICAL RECORDS. WFP staff shall comply with all applicable privacy laws, regulations, and standards. Electronic medical records shall be maintained in a secure database. Medical

records and protected health information will be held by Wilson Family Practice, LLC and highly secured. Except as otherwise provided by law, medical records shall only be released if signed authorization by patient is completed.

Section 6. PROFESSIONAL LIABILITY INSURANCE. WFP shall ensure all providers of services under this Agreement have adequate malpractice insurance coverage through the terms of this Agreement.

Section 7. HEALTH RISK ASSESSMENT AND HEALTH COACHING. WFP staff shall provide each employee and dependent enrolled in Wilson Prime Care an annual physical examination and wellness lab panel yearly. Follow up health coaching shall also be provided.

ARTICLE 2. OBLIGATIONS OF THE COUNTY.

Section 1. FEES AND REIMBURSEMENTS.

- a. WFP will invoice the County monthly the amount of fifty-two and 08/100 dollars (\$52.08) per employee. Payments are due to the County on the 15<sup>th</sup> of every month. Invoices will be sent by the twentieth (20<sup>th</sup>) of the previous month.
- b. The County will utilize Springbuk, Inc., to be billed to DA Waitz and Associates, an agent of the County.
- c. The nurse navigator time will be billed to DA Waitz and Associates, and agent the County, on a monthly basis at the hourly rate of thirty-two dollars (\$32.00) per hour. Invoices must be paid within thirty (30) days.
- d. Any services that are offered that are not included as part of the Wilson Prime Care program shall be paid by the County at separate applicable rates.

Section 2. CENSUS. The County shall provide WFP a list of eligible employees and dependents upon initial enrollment of the Wilson Prime Care program and Wilson Family Practice, LLC as dependent and employees become enrolled or ineligible for services. Warrick County Government will provide a complete census to Wilson Prime Care by the tenth (10<sup>th</sup>) of each month.

ARTICLE 3. TERM.

- Section 1. This Agreement shall be for a term of one (1) year following execution of this Agreement, subject to earlier termination in accordance with this Agreement.
- Section 2. Unless either party gives written notice of nonrenewal to the other party at least sixty (60) calendar days prior to the end of the initial term or any renewal term, this Agreement shall be automatically renewed for additional periods of one (1) year.

ARTICLE 4. GENERAL PROVISIONS.

Section 1. **SOLE AGREEMENT.** This Agreement constitutes the sole agreement between parties. Any and all other prior agreements, whether written or oral, between the parties are cancelled and superseded by this Agreement.

Section 2. **NO ASSIGNABILITY.** This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

Section 3. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns.

Section 4. **NO WAIVER.** No delay or failure in exercising any right hereunder and no partial exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach or any express or implied term shall constitute consent to any prior or subsequent breach.

Section 5. **SEVERABILITY.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

Section 6. **FORCE MAJEURE.** Any failure by either party to perform its obligations related to the clinic hereunder, or for any failure by the Medical Professionals to perform medical services at the Clinic, shall be deemed not to be a breach of this Agreement if such failure by either party or the medical professionals is caused by a condition beyond such Party's or the Medical Professionals' reasonable control including but not limited to an Act of God, war, terrorism, strike, fire, flood, natural disaster, governmental restrictions, power failures, internet outages, or damage to or destruction of any computer or network facilities or servers.

Section 7. **GOVERNING LAW.** This Agreement in all respects is to be interpreted and construed in accordance with and governed by the laws of the State of Indiana.

Section 8. **NOTICES.** All notices to be given to the Parties hereunder shall be sent by certified United States mail or other verifiable method, addressed to the Parties at the following addresses:

Wilson Family Practice, LLC  
899 Aigner Drive  
Boonville, IN 47601  
  
Warrick County Government  
107 W Locust St #301  
Boonville IN 47601

Article 1.1. **EXECUTION AND ENFORCEABILITY OF AGREEMENT.** The County and Wilson Family Practice, LLC represent and warrant to each other that:

- a. Each is not prevented by any other agreement or contract or any law from entering into and performing this Agreement in accordance with its terms, and

- b. This Agreement has been duly and validly executed and delivered, and constitutes the legal, valid, binding, and enforceable agreement of the County and Wilson Family Practice, LLC.

IN WITNESS WHERE OF, the Parties have executed this Agreement effective the date first written above.

WILSON FAMILY PRACTICE, LLC

BY: Michelle Wilson, FNP-C Date 12-28-2021  
Michelle Wilson, FNP-C, Owner  
Wilson Family Practice, LLC

WARRICK COUNTY GOVERNMENT

BY: Terry Phillippe Date 12-27-2021  
Terry Phillippe, President  
Warrick County Commissioners

STATE OF INDIANA }  
COUNTY OF WARRICK } SS: BEFORE THE WARRICK COUNTY BOARD OF COMMISSIONERS

**ORDER ESTABLISHING PRECINCTS**

WHEREAS, Indiana Code 3-1-1-1.5 requires that the boundaries of precincts be established and revised in compliance with the directives of said law; and

WHEREAS, pursuant to IC 3-1-1-1.5, Warrick County, Indiana by and through the Board of County Commissioners, has determined that it is necessary and proper to establish and revise the boundaries of certain precincts of the County;

**NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF WARRICK COUNTY:**

**SECTION 1.** Warrick County, by and through the Board of County Commissioners, establishes and revises the boundaries of certain precincts within the County. A precinct description and map of the boundaries of each precinct submitted to the Indiana Election Division is attached hereto and incorporated herein by reference.

**SECTION 2.** This ORDER becomes effective January 2, 2022, to recognize the precinct boundaries which became effective on January 1, 2022, pursuant to IC 3-1-1-1.5-38.1, and upon the approval of these precincts by the Indiana Election Division, provided that no objection is filed by a voter of the county by noon ten (10) days after the publication of notice of the precincts to be established. If a timely objection is filed by a voter of the county, or notice of the proposed precincts established by the Board of County Commissioners is filed by a voter of the county with the period provided by law to file an objection, then this ORDER becomes effective upon the approval of the Indiana Election Commission after a hearing, pursuant to IC 3-1-1-1.5.

SO ORDERED, THIS 13<sup>th</sup> DAY OF DECEMBER, 2021:

THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY:

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

Attest:  
Debbie Stevens, Warrick County Auditor

CHANGE ORDER REQUEST FORM

CONTRACT NO. <b>R-38918</b>	DATE OF SUBMISSION <b>December 16, 2021</b>
PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	Warrick County: Bike & Pedestrian Facilities Newburgh IN
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Bollard, Removable for Line TR-A2
PROPOSED SOLUTION SUMMARY	Create new pay item for Bollard Removable
ONSET DATE OF CHANGE [Select Date]	CHANGE ORDER TYPE
	Errors & Omissions

PROPOSED COST AND TIME ADJUSTMENT

**COST**  
 The cost adjustment shall include lump sum and estimated totalled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.  
 COST INCREASE / (DECREASE): \$ **2,261.00**

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

109.03 Altered Quantities  109.05(a) Agreed Price  109.05(b) Force Account  109.05.02 Delay Costs Subcontractor  
 PROPOSED COST CHANGE INCLUDES:  Labor  Material  Equipment  Lease Agreement

TIME ADJUSTMENT INCREASE / (DECREASE):

108.08(a) Excusable, Non-Compensable  108.08(b) Excusable, Compensable  
 NOTE: If compensable, attach details based on 109.05.2(a) Allowable Delay Costs.  
 (work days) **1**

SUPPLEMENTAL INFORMATION

Additional information may be entered by the contractor.

CHANGE ORDER ORIGINATION:	<input checked="" type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input checked="" type="checkbox"/> Contract Specifications (ref. doc name/no.)	802
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Not on original plans.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> no (if yes, attach details)

Ver. 10.23.17

CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-38918**

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	SUBMITTAL DATE OF ADDITIONAL DETAIL	[Select Date]
---	---------------	-------------------------------------	---------------

DETAILED DESCRIPTION / JUSTIFICATION:

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

On December 14, 2021, it was observed that vehicular traffic was using the newly installed trail as an access point to State Route 261. The County and the Project Engineer requested a change order price for a removable bollard.

PROPOSED SOLUTION - ADDITIONAL DETAILS:

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

The change order price includes labor, equipment, and material to install one (1) 6-IN Removable Bollard with embedment sleeve at the entrance of Line TR-A2 adjacent to SR 261. Due the volatility of the materials market, the change order price is valid only until January 15, 2022. See attached shop drawing as reference. No traffic control included in price.



SIGNATURES

Contractor: JBI Construction, Inc.

Name: (print) **Cassie A. Leisher**

(signature) 

Date: **December 16, 2021**

Project Engineer/Supervisor: *(signature)*  *(signature)*  Date: **December 16, 2021**

pg. 2

CHANGE ORDER REQUEST FORM

Name: (print) **TERRELL PHILIPPO**

(signature) 

NOTE: The Contractor and PE/S should retain a signed copy of this document for record.

CONTRACT NO. **R-38918**

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

Date: **12-27-2021**

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**JBI CONSTRUCTION, INC.**  
 10335 HEDDEN ROAD  
 EVANSVILLE, INDIANA 47725  
 (812) 867-5959  
 FAX: (812) 867-5993

CHANGE ORDER SUBMITTED TO:  
 American Structurepoint  
 Attn: Josh Craig  
 Email: Jcraig@structurepoint.com

JOB DESCRIPTION:  
 INDOT Project: R-38918  
 Warrick County  
 Newburgh, IN

Change Order Request 006					December 16, 2021	
ITEM	DESCRIPTION	U/M	EST. QTY.	UNIT PRICE	TOTAL	
802-03896	Bollard, Removable	EACH	1.0	\$ 2,261.00	\$2,261.00	
Change Order Total:					\$2,261.00	

- \* Above price includes labor, equipment, and materials for installation of one (1) 6" Removable Bollard with embedment sleeve. See attached shop drawing as reference.
- \* Please note that this change order pricing is only valid until January 15, 2022 due to the volatility of the materials market.

All material to be as specified and the above work performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner. Any alteration or deviation from the specifications involving extra costs will be executed only upon written order and will become an extra charge over the above estimate. All agreements are subject to the terms and conditions of the contract and the specifications provided by JBI Construction, Inc. per INDOT specifications.

Submitted By: Casey A. Laska Date: December 16, 2021

**ACCEPTANCE OF CHANGE ORDER, MUST BE SIGNED & RETURNED BEFORE WORK IS PERFORMED.**  
 The above prices, specifications and conditions are satisfactory and are hereby accepted.

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

If acceptable, please return by fax, or mail, a signed copy of this proposal. Thank you.

Equal Opportunity Employer

R-38918 Warrick County - Bollard Removable Change Order Breakdown

802-03896	Bollard, Removable	1 EACH	
	Unit Cost	Overhead & Profit	Unit Price
	Labor: \$527.29	20.00%	\$632.75
	Equipment: \$145.50	12.00%	\$162.96
	Material: \$1,308.30	12.00%	\$1,465.30
	Haul: \$0.00	10.00%	\$0.00
	Subcontractor: \$0.00	7.00%	\$0.00
		Unit Total:	\$2,261.00