

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
January 22, 2024
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President; Robert Johnson, Vice President; and Dan Saylor, Member.

Attorney Andrew Skinner and Administrator Heather Soberg were in attendance.

Auditor Michael Dietsch, Chief Deputy Barbi Shelton, and Recording Secretary Kristine Georges attended and recorded the minutes.

Commissioner Meetings can be viewed via YouTube: Warrick County Meetings

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
IRONWOOD PUD – SECTION 1**

APC Director Molly Barnhill presented two Requests for Extension of Surety. The first was Ironwood PUD, Section 1, Mattingly Homes and Development, LLC by Jeremy Mattingly, Manager. They are holding two letters of credit for streets and sidewalks for \$81,614.50 and drainage for \$20,625.00 and have had four years. They are requesting one year at the same dollar amount. The letter of credit expires on February 20, 2024. The County Engineer and Surveyor signed off on the extension and dollar amounts. The County Engineer recommended approval. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Ironwood PUD, Sec. 1, is located on Pages 14 through 15 of these Official Minutes)

IRONWOOD PUD – SECTION 2

The second extension was for Ironwood PUD, Section 2, Mattingly Homes and Development, LLC by Jeremy Mattingly, Manager. They are holding three letters of credit for streets was \$14,960.00, sidewalks were \$6,204.00, and drainage for \$5,775.00. They have had three years and are requesting one year at the same dollar amount. The letter of credit expires on February 12, 2024. The County Engineer recommended approval. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Ironwood PUD, Sec. 2, is located on Pages 15 through 16 of these Official Minutes)

**REQUEST FOR REDUCTION OF SURETY
PEACHWOOD PUD REPLAT LOT 5**

Ms. Barnhill presented one Request for Reduction. Peachwood PUD, Replat of Lot 5, Nine Ten Five Properties, LLC by Chad Lampert, Managing Member. The County is holding \$39,864.00 for street construction. They are requesting one additional year at \$22,264.00. They have had seventeen months. It expires August 4, 2024. County Engineer Bobby Howard recommended the reduction. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Peachwood PUD is located on Pages 5 through 6 of these Official Minutes)

**REQUEST FOR THE RELEASE OF SURETY
C-23-005**

Ms. Barnhill presented a Request for The Release of Surety for C-23-005, High Pointe Development, LLC. The County is holding \$7,920.54 in escrow guaranteeing driveway construction. They have had one year. The surety expires February 3, 2024. The County Engineer has recommended the release. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(C-23-005 is located on Pages 6 through 7 of these Official Minutes)

**STREET ACCEPTANCE
SPRING CREEK SECTION 1**

Next was a Street Acceptance for Spring Creek, Section 1, Spring Haven, LLC by John Elpers, Manager. It includes Wyatt Court at 1,327 lineal feet, Forestdale Drive at 299 lineal feet, Udhe Court at 230 lineal feet, and Cora Court at 330 lineal feet. The letter of credit expires June 9, 2024. The County Engineer stated that the street had been constructed to the approve plans and recommended acceptance. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Spring Creek, Sec. 1, is located on Pages 7 through 8 of these Official Minutes)

**STREET CONSTRUCTION PLANS
PP-24-02 SADDLEBROOK**

Ms. Barnhill presented Street Construction Plans, PP-24-02, from petitioner/owner Litherland Development, LLC by Brian Litherland, Owner. It's approximately 32.277 acres located on the north side of Jenner Road approximately 1,980 feet east of the intersection formed by Jenner Road and Castle Garden Road. Ohio Township 11-6-9. This was tabled from January 8, 2024 Commissioners' meeting. Brian Litherland was present from Lochmueller Group. He said they got things figured out at the Drainage Board meeting. County Engineer Bobby Howard recommended approval subject to Drainage Board approval and his final review. Commissioner Dan Saylor made the motion to approve as stated by the County Engineer. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(PP-24-02 is located on Pages 8 through 10 of these Official Minutes)

**ACTION AGENDA
APPROVAL OF MINUTES
JANUARY 8, 2024**

Minutes for the January 8, 2024 Regular Session meeting were presented to the Commissioners for approval. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**COUNTY AUDITOR
2023 RECEIPTS AND EXPENDITURES AND 100R REPORT**

President Terry Phillippe announced for the Auditor, per IC Code 36-2-2-19, that the Warrick County Board of Commissioners were entering into the record the County's receipts and expenditures for 2023. The total receipts are two hundred four million six hundred eleven thousand three hundred fifty-eight dollars and seventy-nine cents (\$204,611,358.79). The total expenditures being one hundred ninety-five million fifty-three thousand six hundred eighty-eight dollars and fifty-one cents (\$195,053,688.51). The complete report and the 100R with total compensation of each County officer, deputy, and employee will be posted per IC Code and placed on the County Website and published in the Boonville Standard per IC Code 5-3-1.

(2023 Receipts & Expenditures are located online at <http://gateway.ifonline.org> under Reports)

(100R is located online at <http://gateway.ifonline.org> under Reports)

**2024 APPOINTMENTS
COMMISSIONER'S OFFICE – HEALTH BOARD – SOUTHWESTERN INDIANA MENTAL
HEALTH**

The 2024 Appointments tabled from the December 27, 2023 and January 8, 2024 were presented. Commissioner Bob Johnson made a motion to table. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**COUNTY ADMINISTRATOR
CONSENT AGENDA**

Assistant Administrator Shateka Bard presented the following items on the Consent Agenda for approval:

- County Auditor Certified Claims Voucher - Report Date 01/17/2023
- Payroll Voucher 01/12/2024
- Clerk's Monthly Report December 2023
- Treasurer's Monthly Report December 2023
- Independent Contractor Agreement – Marlin Weisheit
- Five Star Security – Security System Proposal/Animal Control
- Renewable Resources Waste Collection Agreement – Animal Control
- Stormwater Work Schedule & Overtime Compensation SOP
- American Heart Association Heart Walk – Road Closure Request Approval
- 2024 ARAB Pest Control Agreement
- Sheriff's Department Keller Schroeder Agreements (Smartnet/Veeam/VMware)

There was no discussion. Commissioner Dan Saylor made the motion to approve the items on the Consent Agenda. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Certified Claims are located on Pages 10 through 12 of these Official Minutes)

(Payrolls are located on Page 12 of these Official Minutes)

(Clerk's Report is located on Page 12 of these Official Minutes)

(Treasurer's Report is located on Page 13 of these Official Minutes)

(Independent Contractor Agreement is located on Pages 13 through 14 of these Official Minutes)

(Five Star Security Contract is located on Page 16 of these Official Minutes)

(Renewable Resources Contract is located on Page 17 of these Official Minutes)

(2024 ARAB Pest Control Agreement is located on Page 17 of these Official Minutes)

(Keller Schroeder Agreements are located on File in the Auditor's Office)

COUNTY AUDITOR'S UNCERTIFIED CLAIMS

Ms. Bard presented two uncertified claims from one of the last Commissioner's meeting. President Terry Phillippe asked Attorney Skinner what they could do with them so they weren't talking about them at every meeting until things are figured out. Attorney Skinner said they would come up each meeting and they could approve them, table them, or not take any action on them and they would die as uncertified and not approved.

Ms. Candice Heubner with the Health Department came up to speak. She asked if they were the claims for Wilson Clinic. Ms. Bard said that one of them was and they were paid from Contractual Services. This was an independent contractor that had gone to Wilson Clinic. Ms. Heubner stated it was an addendum to the contract for Wilson Clinic and was paid from February 2023 to November 2023, but denied for December. She needed to know for those employees, what to do if they needed services.

Attorney Skinner stated that they were not employees. They are independent contractors. He also did not recall an addendum to give employee benefits to independent contractors. President Phillippe said there was never a contract with Wilson Clinic adding services for independent contractors. Ms. Heubner stated that there was and that the services were paid for from February through November. President Phillippe said he couldn't speak to that, but they did not approve a contract.

Commissioner Saylor asked Ms. Heubner if the contract she spoke of was signed by them. She knew that one page was. She would have to look at the rest of them. She asked if she could send it to them so they might have a discussion about it if appropriate. The Commissioners did not have a problem with this.

Auditor Mike Dietsch came up to speak about the claim in discussion. He stated that the addendum was signed by Aaron Franz. The Commissioner's had signed the original contract, but they were not apart of the addendum. They had not signed the addendum. During the Auditor's internal audit, the Claims Deputy noticed it. That's why it came to the Commissioners uncertified. The Commissioners thanked the Auditor for the information.

On the Wilson Clinic claim, President Phillippe felt that they could not pay a claim for contractors to go to the Health Clinic. They will have every contractor in the County going to the Health Clinic. Attorney Skinner said that the contract with Wilson Clinic was for employees only.

President Phillippe asked for a motion. No motion was made.

The second uncertified claim was then addressed. It was for Other Services in the amount of \$835.00. It was for moving services from Two Men in a Truck for the Health Department. Ms. Heubner said those were services that were voted on and approved by the Health Board to move vaccine to the new location. President Phillippe said that was not what he was told. Ms. Heubner asked if she should bring minutes to the next meeting. President Phillippe said if she had those, that would be fine or to give them to the Auditor.

Commissioner Bob Johnson made a motion to table the claim. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

COUNTY HIGHWAY/ENGINEER BRIDGE 200 AMENDMENT

County Highway Superintendent and Engineer Bobby Howard presented Amendment 1 for Bridge 200. This is on Wallace Creek Road over Little Pigeon Creek. This is a 6F Conversion. Mr. Howard briefly reviewed the project. The bridge project will impact DNR property. The amendment is in the amount of \$64,500.00 to go through the full environmental process as required by the Federal Government. He asked that it be approved subject to Counsel review.

Commissioner Johnson asked if Mr. Howard had the money to cover it. He said that he did and that it would come out of their EDIT funds. Commissioner Bob Johnson made the motion to approve pending Counsel review. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Bridge 200 Amendment is located on File in the Auditor's Office)

VANN/ANDERSON PAY APP 2

Next item that Mr. Howard presented was Pay App 2 for the Vann/Anderson Roundabout Project. This is for a total amount of \$785,394.73. This work is roughly 89% complete. He recommended approval.

Commissioner Saylor asked what was left. Mr. Howard stated the top coat, some striping, and some incidentals. A 10% retainage is still being held in the amount of \$149,000.00. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Vann/Anderson Roundabout Pay App 2 is located on File in the Auditor's Office)

**COUNTY ATTORNEY
BAKER TILLY CONTRACT**

Attorney Skinner presented a contract with Baker Tilly Accounting Services for an audit to be conducted. The contract is in the works, but he asked that they approve that subject to the attorney's final review. Commissioner Bob Johnson made the motion to approve the contract pending Counsel Review. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Baker Tilly Accounting Services Contract is located on File in the Auditor's Office)

**ECONOMIC DEVELOPMENT
2024 E-REP AGREEMENT**

Economic Development Director Steve Roelle was present. He was joined by Josh Armstrong from E-REP. He is their Senior Vice President of Economic Development. Mr. Roelle stated that he works a lot with him on both Warrick County Projects and regional projects. They were presenting the 2024 E-REP Agreement. It's a one-year agreement and the same as the agreement presented last year with the dates updated. They met with the new CEO of E-REP a few weeks ago to talk about direction and E-REP in Warrick County. Mr. Roelle asked that the Commissioners approve the agreement so it can be processed for payments.

Mr. Armstrong thanked the Commissioners for their consideration. He said E-REP enjoys working with Warrick County on so many great projects. They also have an economic development district that they are in the process of getting formed to open additional funding and to help be more competitive with the rest of the state.

Commissioner Dan Saylor made a motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(2024 E-REP Agreement is located on Pages 18 through 19 of these Official Minutes)

LETTER OF SUPPORT FOR NEXT LEVEL CONNECTIONS

Director Steve Roelle also presented a Letter of Support for Next Level Connections for Broadband. This is round four of funding. In each of the steps, they have signed letters of support for providers that they know want to pick up Warrick County addresses. Perry-Spencer Fiber is looking for some addresses on the eastern side of Warrick County. He is just asking that the letter of support be signed by Commissioners. It will go to OCRA and show that the community and the Elected Officials are behind expansion and continuing to hook up Warrick County. If they approve of it, they can sign it.

President Phillippe didn't think a motion needed to be made. Attorney Skinner said that no action was necessary. They could sign it if they wanted to support it.


(Next Level Letter of Support is located on File in the Commissioner's Office)

ADJOURNMENT

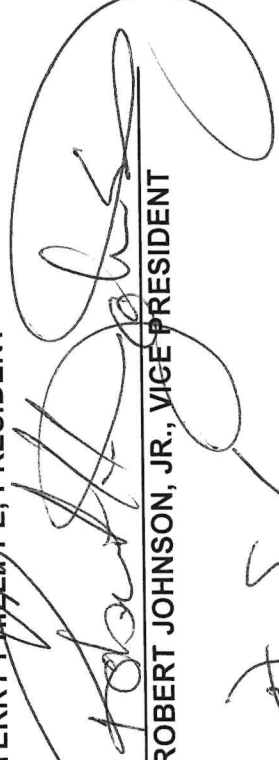
The next Warrick County Commissioners' meeting will be held on Monday, February 12, 2024 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

Meeting adjourned at 4:25 P.M.


WARRICK COUNTY BOARD OF COMMISSIONERS



TERRY PHILIPPE, PRESIDENT



ROBERT JOHNSON, JR., VICE PRESIDENT



DAN SAYLOR, MEMBER

ATTEST: 

MICHAEL J. DIETSCH, AUDITOR
WARRICK COUNTY, INDIANA

Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary

Peachwood PUD Replat Lot 5
Request for Reduction of Surety
January 22, 2024


BOARD OF COMMISSIONERS:



 President
 Member



 Member

ATTEST:

 Auditor
 Date: 1-22-24



CASH WAGNER & ASSOCIATES, PC CONSULTING | ENGINEERING | SURVEYING

*RE: PEACHWOOD PUB
STREET CONSTRUCTION
12-22-2023*
FOR POST

December 8, 2023
Warrick County Area Plan Commission
107 West Locust Street
Courthouse, Room 201
Boonville, IN 47601

**RE: Peachwood Pub
Street Construction
Project No: 23-4944**

The construction of the roadways within the subject project is partially complete. Road #1 south 383' of Road #1 and the entire Road #1 and the entire Road #2 have been constructed with 2 1/2 inches of No. 9 bituminous binder.

Items remaining to be completed:

1. 135 Tons - 1 1/2 inches of No. 11 bituminous surface (Road #1) - \$10,800.00
2. 83 Tons - 2 1/2 inches of No. 9 bituminous binder (Road #1) - \$6,640.00
3. 35 Tons - 1 1/2 inches of No. 11 bituminous surface (Road #2) - \$2,800.00

Sub-total Cost to Complete Street Construction = \$20,240.00
10% Contingency = \$2,024.00

Total Cost to Complete Street Construction = \$22,264.00

We ask that you inspect the improvements and approve the cost estimate.

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

Glen Merritt, Jr.
Glen Merritt, Jr.
Project Engineer

cc: File

FILED
DEC 08 2023
AREA PLAN COMMISSION

214 SHADLER BIRDS, SUITE B
EVANSVILLE, IN 47712

PH: 812.401.5561
FAX: 812.401.5563

2023R-007505
07-05-2023

GENERAL NOTES
The engineer's responsibility is limited to the work shown on the plans. The contractor is responsible for the construction of the project in accordance with the plans and specifications. The contractor shall be responsible for obtaining all necessary permits and for the safety of the project.

CERTIFICATE OF APPROVAL
I hereby certify that the above described project has been reviewed and approved for construction in accordance with the plans and specifications.

COUNTY DRAINAGE BOARD
I hereby certify that the above described project has been reviewed and approved for construction in accordance with the plans and specifications.

FILED
DEC 08 2023
WARRICK COUNTY
AREA PLAN COMMISSION

BOUNDARY DESCRIPTION
The boundary of the subject project is described as follows: ...

DEDICATION CERTIFICATE
The dedication of the subject project is hereby certified to be in accordance with the plans and specifications.

SURVEYOR'S CERTIFICATE
I hereby certify that the above described project has been surveyed and approved for construction in accordance with the plans and specifications.

LEGEND
...
CASH WAGNER & ASSOCIATES, PC

SHEET 1 OF 2

C-23-005
Request for Release of Surety
January 22, 2024

BOARD OF COMMISSIONERS:

President
Member
Member
Member

[Handwritten signatures of Board of Commissioners members]

ATTEST:

Auditor
Date: 1-22-24

[Handwritten signature of Auditor]



ANDY EASLEY ENGINEERING, INC.
1120 WEST HILL ROAD
FACILITY #1014242222
WWW.ANDYEASLEYENGINEERING.COM

C-12 3-10-2023
SUSAN SURVEYOR
INDIANA "RENEWABLE" - "SUSTAINABLE"

January 5, 2024

Molly Barnhill
100 West Coast Street
Courthouse Room 201
Boonville, Indiana 47601

Re: Driveway 8860 & 8860 High Pointe Drive / High Pointe Development, LLC
AE2 Project No. 11108-B

Molly:

This is to certify that the above referenced driveway has been installed as per the "as-built" plan submitted to your office and is in keeping with the design plan (radius, throat, pavement thickness, pavement type and section). Therefore, the owner/developer requests a release of his surety.

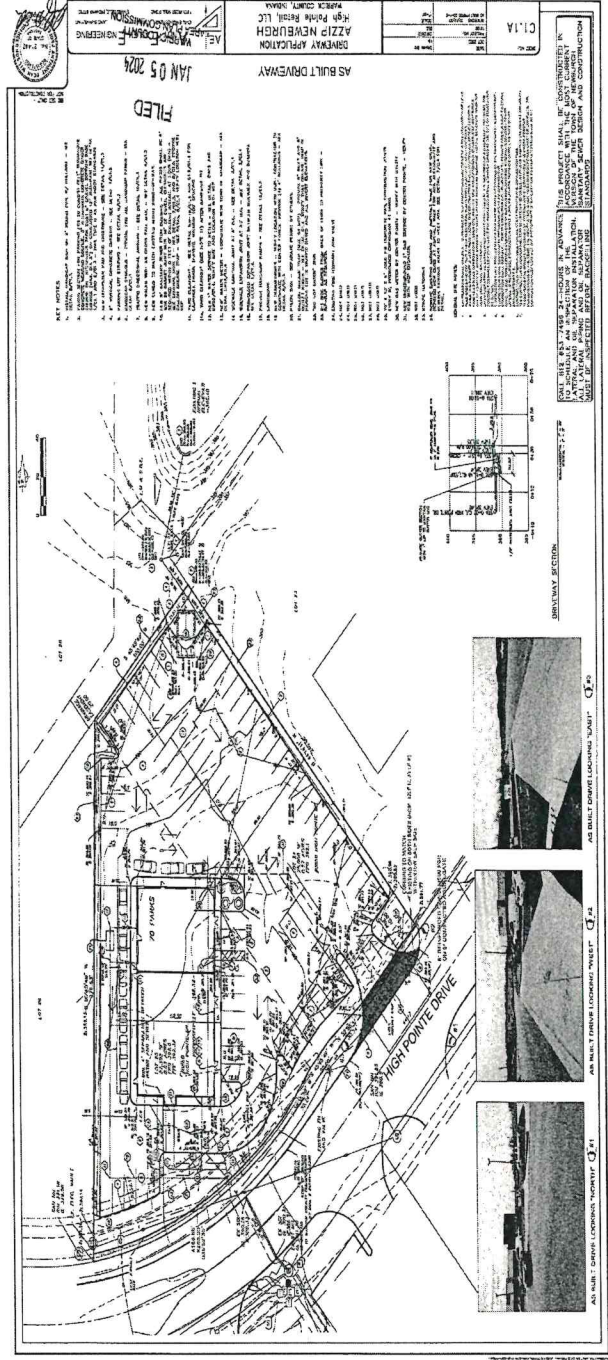
If you have any questions or comments, please call me at 812-424-2481.

Sincerely,



ANTHONY D. WILSON,
Indiana Registration No. 21442

FILED
JAN 05 2024
WARRICK COUNTY
AREA PLAT SUBMISSION



STREET ACCEPTANCE
Date: November 1, 2023 Receipt # 27313
NAME OF SUBDIVISION: Spring Creek Subdivision - Section 1
as recorded in 2017K-00220R in the
Office of the Recorder of Warrick County, Indiana.

I hereby request acceptance of the following streets for maintenance by the County:

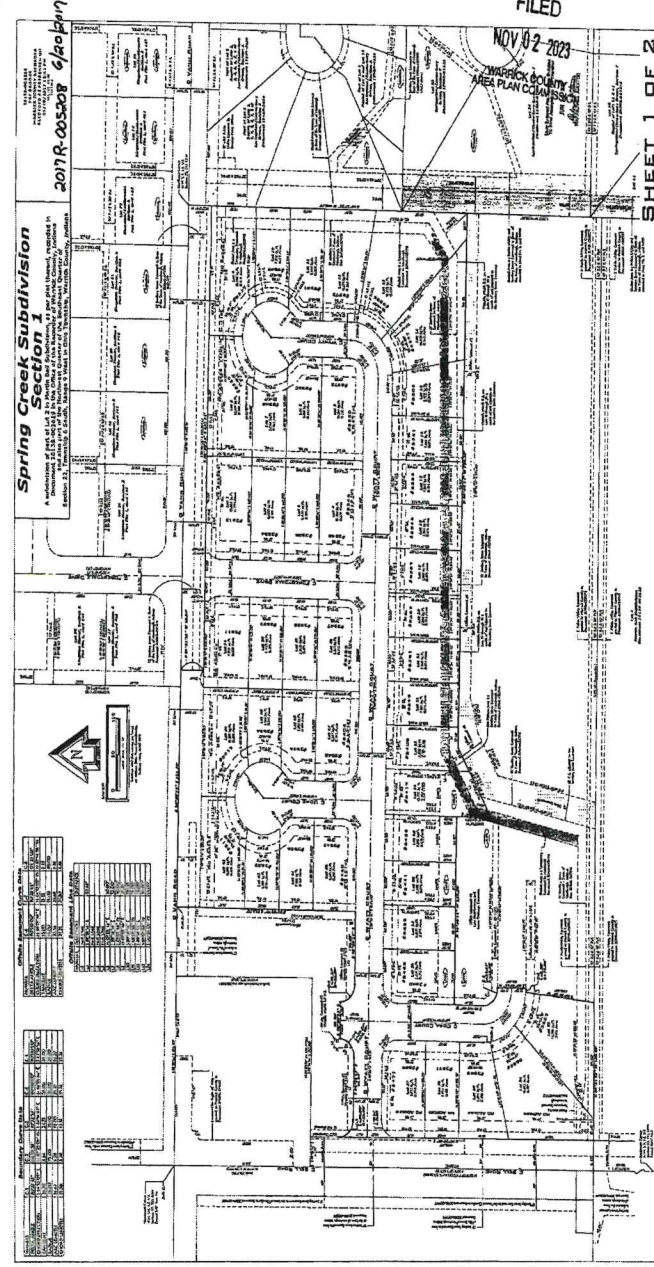
NAME OF STREET	NO. OF LINEAL FEET
Wyatt Court	1,327'
Enclosed Drive	299'
Udha Court	230'
Corn Court	330'

Subdivided by
Spring Haven, LLC
Subdivision Developer
A certificate by Glen Merritt Jr., Indiana Registration # 1446870, Licensed Professional Engineer, has been prepared in accordance with the plans approved by the Board of County Commissioners accompanying this request.
A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR STREET ACCEPTANCE.

I have inspected subject streets and recommend acceptance.
ACCEPTED:
Date: 1-22-24
County Highway Engineer

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR
This Document Prepared by:
I affirm, under the penalties for perjury, that I have taken reasonable care to review each serial security number in this document, unless required by law.



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

FILED
JAN 19 2024
AREA PLANS SECTION

CERTIFICATE OF COMPLIANCE
Plans and Specifications - Street Construction

Submission Date: 3/13/2024

March 3, 2024

August 3, 2024

Probable Start of Construction:

Probable Finish of Construction:

Project Location: This subdivision is being built at 7922 Jenner Rd, Chandler. The entrance road is located about 1,280 ft. east of the intersection with Castle Creek. This subdivision is being constructed about 1/4 mile north Jenner Rd. on a .30 acre parcel of land.

Describe in detail the type of street construction:

The street for this subdivision will include an entrance road starting off of Jenner Rd. that will run the length of the subdivision. The interior loop road is approximately 2,220 ft in length. The road will be constructed on a local road with 26 ft of right of way. The road will be constructed with 4 inches of compacted aggregate base, as per county subdivision specifications. The most of the entrance road will be constructed with 4 inches of compacted aggregate base, one that drains from the north west quadrant of the development and the other drains out the northeast corner of the development. The loop road is drained by two separate drainage paths, one that drains from the north west quadrant of the development and the other drains out the northeast corner of the development. The entrance road and the loop road will all be called Saddlebrooke Circle.

Name of Street	No. of Linear Ft.	Est. Cost of Construction
Saddlebrooke Circle (Entrance Rd. is 1,616 ft) (Loop Rd. is 2,217 ft)	3,833	\$587,000
10% Contingency		\$68,700
TOTAL		\$655,700

This subdivision is exempt from sidewalks per A.P.C.
Total Estimated Cost of Street Construction Contingency is \$755,700 (see itemized detail next pr.)
Total Estimated Cost of Storm Sewer Construction is \$149,600 (see itemized detail next pr.)

FILED
JAN 19 2024
AREA PLANS SECTION

SADDLEBROOKE SUBDIVISION
ROADWAY & DRAINAGE

Description	Units	Quantity	Unit Price	Item Total
Street Construction				
Grading, Cut	CYS	11,321	6.8	\$76,983
Stone Base	Tons	2,809	61.85	\$173,727
Curb	Lft	7,038	1.85	\$12,920
HMA, Surface	Tons	1,563	113	\$176,619
Erosion Control	LSUM	1	50000	\$50,000
Signs	Each	4	200	\$800
			Subtotal =	\$687,000
			10% Contingency =	\$68,700
			Street Subtotal =	\$755,700
Drainage & Detention				
Inlet (J Box)	Each	20	\$600	\$12,000
Pipe, HDPE, 12 in.	Lft	68	100	\$6,800
Pipe, HDPE, 15 in.	Lft	173	115	\$19,895
Pipe, HDPE, 24 in.	Lft	38	135	\$5,130
Pipe, CMP, 71"x47"	Lft	75	670	\$50,250
			Drainage Subtotal =	\$83,075
			10% Contingency =	\$8,308
			Street & Drainage Subtotal	\$823,000
			10% Contingency	\$82,300
			Total Estimated Cost	\$905,300

I/We the Owner/owners of the above named subdivision certify that the information given above is correct and I/We will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

Owner/Owners Name: Brian R. Litherland, P.E. (Typed)
Signature: *Brian R. Litherland*
Address: 7922 Jenner Rd., Chandler, IN 47610

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 my dominion and control and were created by my employees and me.

Signature: *Brian R. Litherland*
Typed Name: Brian R. Litherland, P.E.
Engineer Licensed Land Surveyor Ind. Reg. No.: 19700097
Address: 7922 Jenner Rd., Chandler, IN 47610 Phone No.: 812-459-6201



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

Signature: *Brian R. Litherland*
Typed Name: Brian R. Litherland, P.E.
Engineer Licensed Land Surveyor Ind. Reg. No.: 19700097
Address: 7922 Jenner Rd., Chandler, IN 47610 Phone No.: 812-459-6201



FILED
JAN 19 2024
AMERICAN SURVEYORS ASSOCIATION

Reviewed By: Area Plan Commission

Date: 1/5/24 Comments: *Max G. ...*

FILED
DEC 06 2023
AMERICAN SURVEYORS ASSOCIATION

Reviewed By: County Engineer

Date: _____ Comments: _____

By: _____

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS

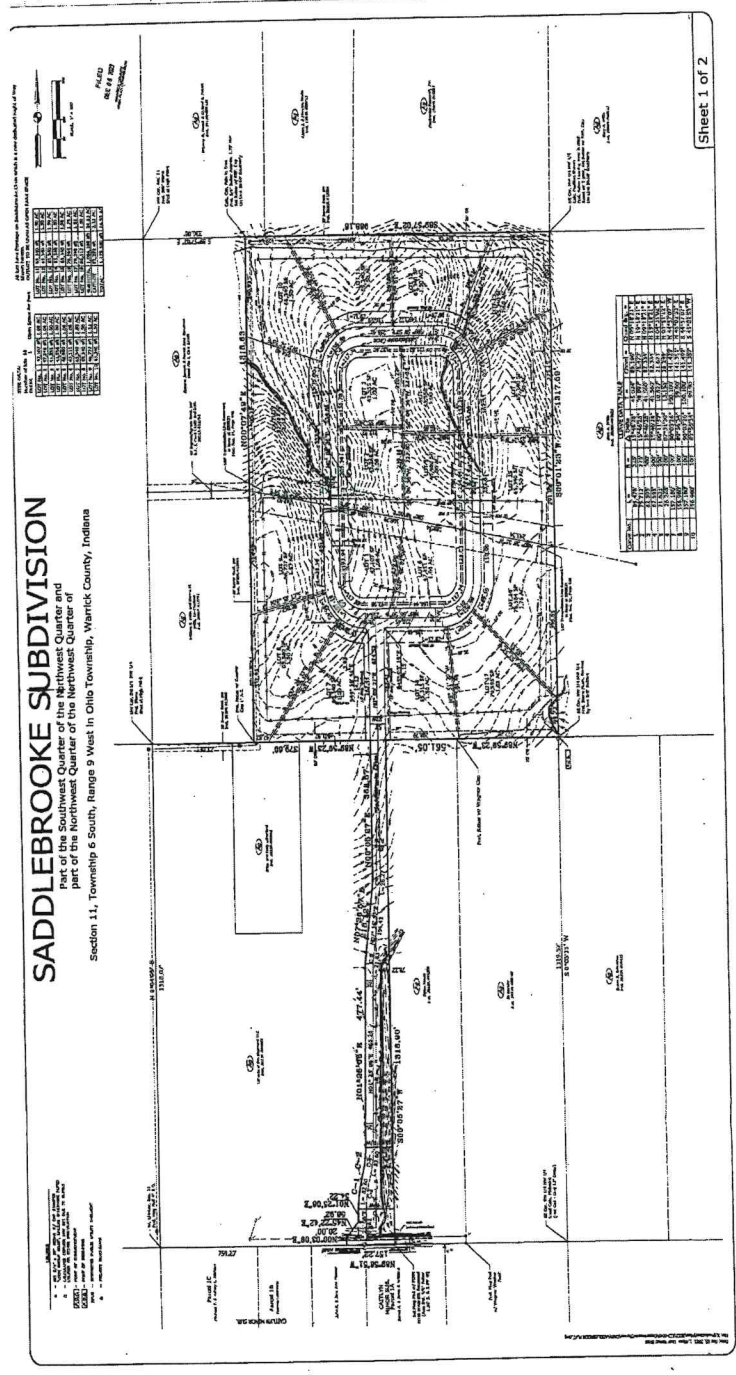
23rd DAY OF JANUARY 2024

[Signature]
MEMBER

ATTEST:
[Signature]
COUNTY AUDITOR

Additional Space for Comments:

FILED
JAN 19 2024
AMERICAN SURVEYORS ASSOCIATION



Warrick County Board of Commissioners Meeting Minutes

January 22, 2024

Table with columns: Item Number, Description, Date, and Status. Items include various community organizations and public entities such as Warrick County, Warrick Schools, and various local businesses.

Table with columns: Item Number, Description, Date, and Status. Items include various community organizations and public entities, including Warrick County, Warrick Schools, and various local businesses.

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WARRICK COUNTY MONTHLY REPORT

County Form No. 47-TR

Month ending December 29, 2023

Table with columns for CHARGES, Debit, and Credit. Includes items like Advances Collected, Advances Collections of Taxes, Late Collections, etc.

Table with columns for DEBITS, Debit, and Credit. Includes items like Vehicle License, Excise Tax, etc.

Table with columns for DEPOSITORIES, Debit, and Credit. Includes items like Balance in all Depositories, etc.

Table with columns for RECONCILEMENT WITH DEPOSITORIES, Debit, and Credit. Includes items like Balance in all Depositories, etc.

Table with columns for ALLY'S DUES ON HAND AT CLOSE OF MONTH, Debit, and Credit. Includes items like Receipts on Hand, etc.

State of Indiana, Warrick County, ss: I, Clerk of the Court, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated on this 22 day of January, 2024

APPROVED JAN 22 2024

INDEPENDENT CONTRACTOR AGREEMENT

FILED JAN 26 2024

THIS AGREEMENT, made and entered into at Boonville, Indiana, as of the 22nd day of January, 2024, between Warrick County, Indiana, and [Contractor Name], Warrick County, Indiana, and [Contractor Name], Warrick County, Indiana, for the purpose of retaining the services of [Contractor Name] to perform those services...

- 1. Retaining Services of Contractor. The County hereby retains [Contractor Name] in the capacity of an independent contractor to perform those services...
2. Consideration. The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for the services rendered...
3. Term and Termination. This Agreement shall commence as of 22nd day of December, 2023, notwithstanding the date first set forth...
4. Compliance with Laws and Regulations. Contractor agrees that the Services shall be conducted in full compliance with any and all applicable federal, state and local laws, regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.
5. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his or her status as Contractor, he or she will not be responsible for any injuries to worker compensation or medical benefits which may arise as the result of Contractor's performance of his or her duties under this Agreement.
6. Insurance and Indemnification. Contractor shall carry and maintain throughout the period of this Agreement the minimum liability insurance and expense, workers compensation insurance and other liability insurance in amounts satisfactory to the County. Contractor further agrees to hold harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, court costs and attorney fees arising out of or with respect to any injury to or death of Contractor. The Contractor shall not be held liable for any loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.
7. Relationship of the Parties. The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any manner to any third party as a representative or authorized agent of the County, or to make any representations, warranties, or commitments on behalf of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and means of conducting the work to be performed hereunder are in the sole discretion and control of Contractor. However, the services contemplated within the terms of this Agreement must meet the approval of the County, and shall be subject to the County's general right of supervision in order to secure the satisfactory completion thereof.
8. Assignment. Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.
9. Taxes. The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.
10. Governing Law. The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, be held to be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.
11. Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.
12. Competition. Neither this Agreement nor the relationship created thereby shall operate to preclude the Contractor from contracting to provide his or her services to other persons or entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.
13. Severability. In the event one or more of the provisions contained in this Agreement 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 Agreement. If any provisions contained in this Agreement shall be for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and constraining it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

14. Amendment: No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by all of the parties that are signatories to this Agreement.

IN WITNESS WHEREOF, the parties hereunto have entered into this Agreement on the date first above written.

WARRICK COUNTY _____

By: _____
Its: _____
"County"

Printed Name: Marvin Weiskel
Signature: Marvin Weiskel
"Contractor"

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

Lucy Richmond President
Robert H. Johnson, Jr. Vice President
Dan Saylor Member

**EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT**

Contractor hereby agrees to perform the following services for the County, as needed:

Provide consultation for Reform and or Development of Public Health Plan per new state guidelines, the 2024 Health spending plan and improvement of budget for 2024 Public Health State funding and all other related matters.



January 16, 2024
Warrick County Area Plan
107 Locust St., Rm. 201
Boonville, IN 47601
Kim Kaiser
Assistant Director

Dear Area Plan,

We are requesting a renewal for Ironwood Subdivision Letters of Credit for the next year. All values of current LOC will remain the same value with no reduction. A list of the requested LOC are as follows:

- #2021028 – Drainage, \$6,775.00, matures 2/12/24.
- #2021029 – Sidewalk, \$6,204.00, matures 2/12/24.
- #2021030 – Street, \$14,960.00, matures 2/12/24.
- #2020009 – Storm Sewer, \$20,625.00, matures 2/20/24.
- #2020011 – Street/Sidewalk, \$81,614.50, matures 2/20/24.

BOARD OF COMMISSIONERS:

Lucy Richmond President
Robert H. Johnson, Jr. Member
Dan Saylor Member

ATTEST:
[Signature] Auditor
Date: 1-18-24

Thank You for your help on this.
Jeremy Mattlingly

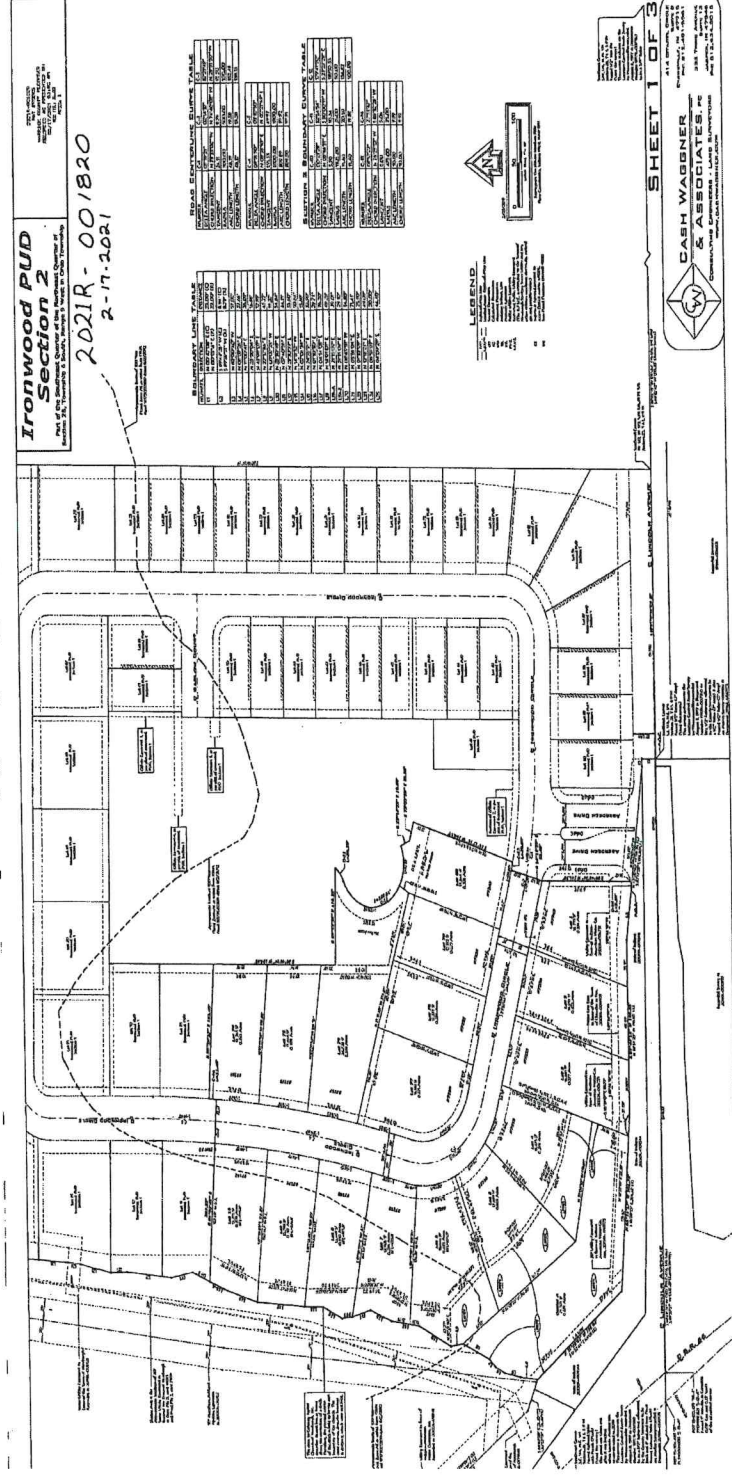
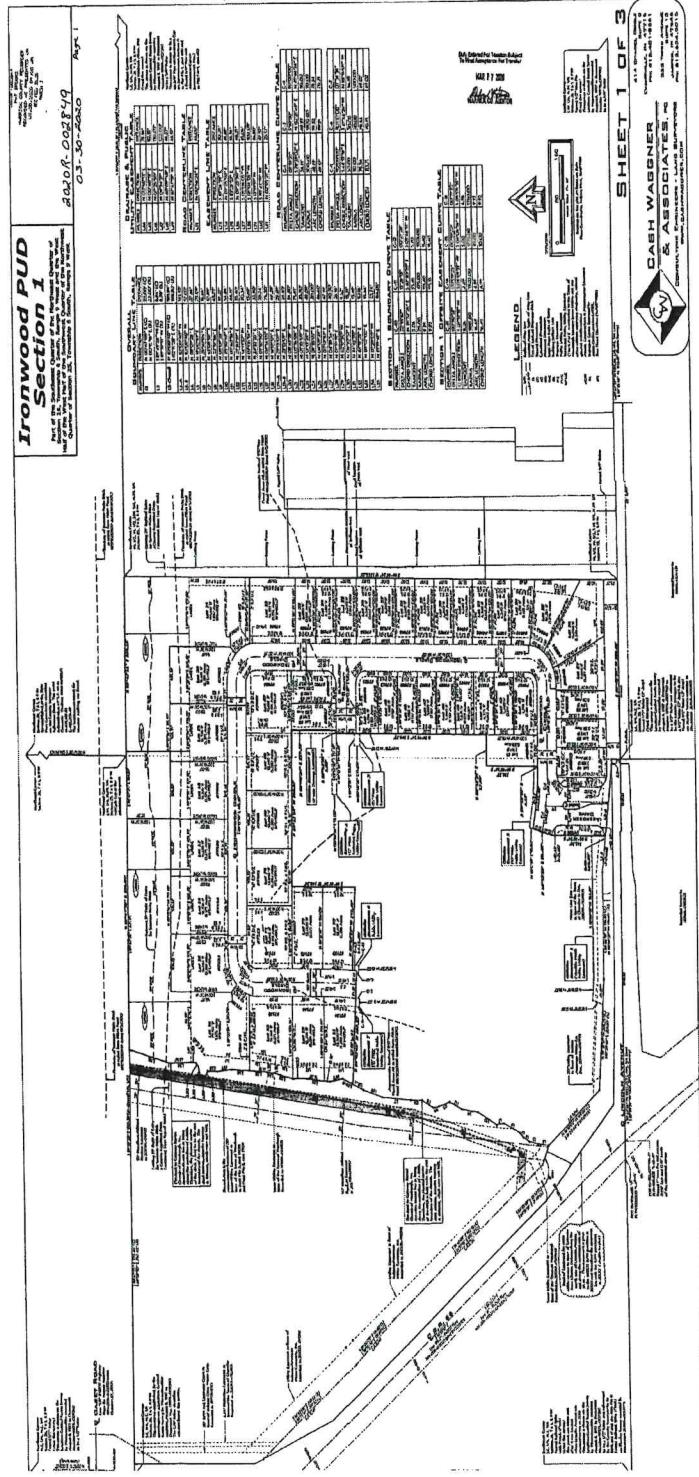
Shelley H. Boyton
1-22-24

7320 Hwy 66
Newark, IN 47630
MattlinglyHomes.com

FILED
JAN 19 2024
AREA PLANS COMMISSION

[Signature]

812-760-4361
MattlinglyHD2018@gmail.com



January 16, 2024
 Warrick County Area Plan
 107 Locust St. Rm. 201
 Boonville, IN 47601
 Kim Kalsner
 Assistant Director

7820 Hwy 66
 Newburgh, IN 47630
 MattinglyHomes.com

812-760-4361
 MattinglyVHD2018@gmail.com

FILED
JAN 19 2024
 WARRICK COUNTY
 AREA PLAN COMMISSION

Sub by

Dear Area Plan,

We are requesting a renewal of Ironwood Subdivision Letters of Credit for the next year. All values of current LOC will remain the same value with no reduction. A list of the requested LOC are as follows:

- #2021028 - Drainage, \$5,775.00, matures 2/12/24.
- #2021029 - Sidewalk, \$6,204.00, matures 2/12/24.
- #2021030 - Street, \$14,960.00, matures 2/12/24.
- #2020009 - Storm Sewer, \$20,625.00, matures 2/20/24.
- #2020011 - Street/Sidewalk, \$81,614.50, matures 2/20/24.

BOARD OF COMMISSIONERS:

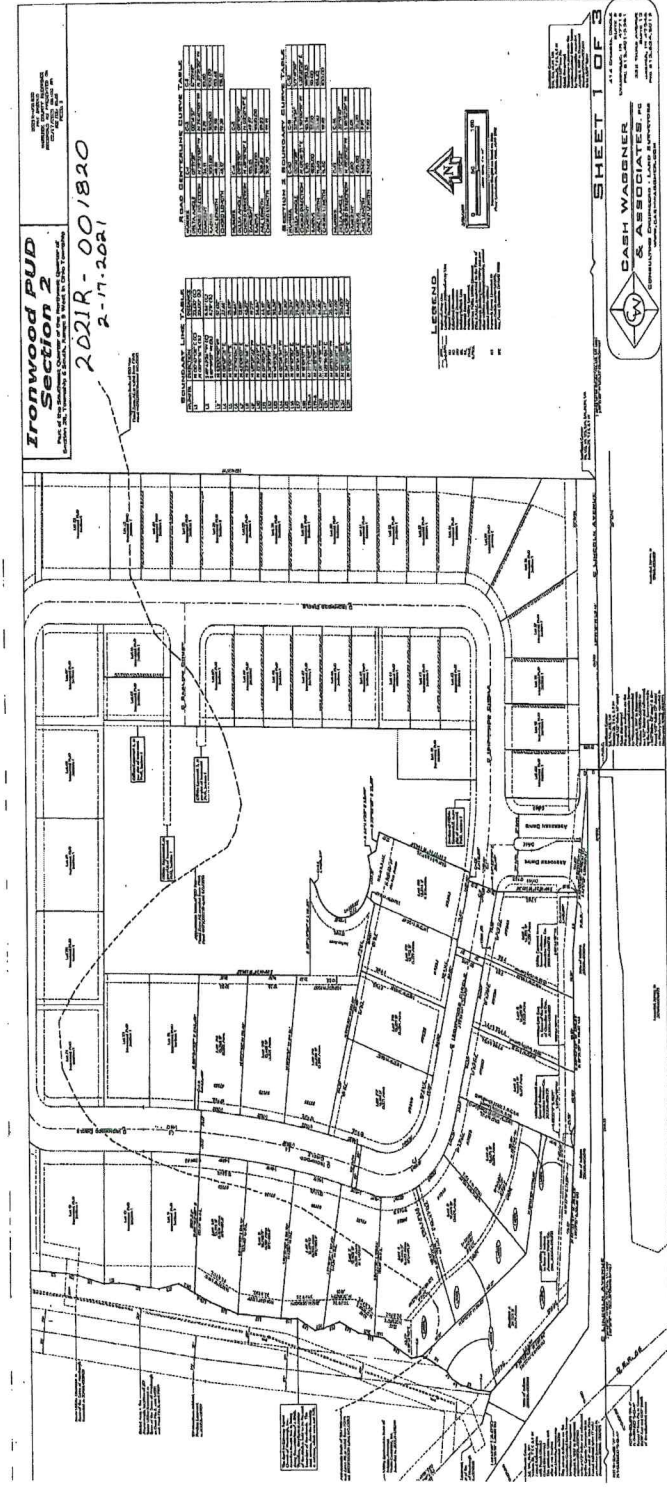
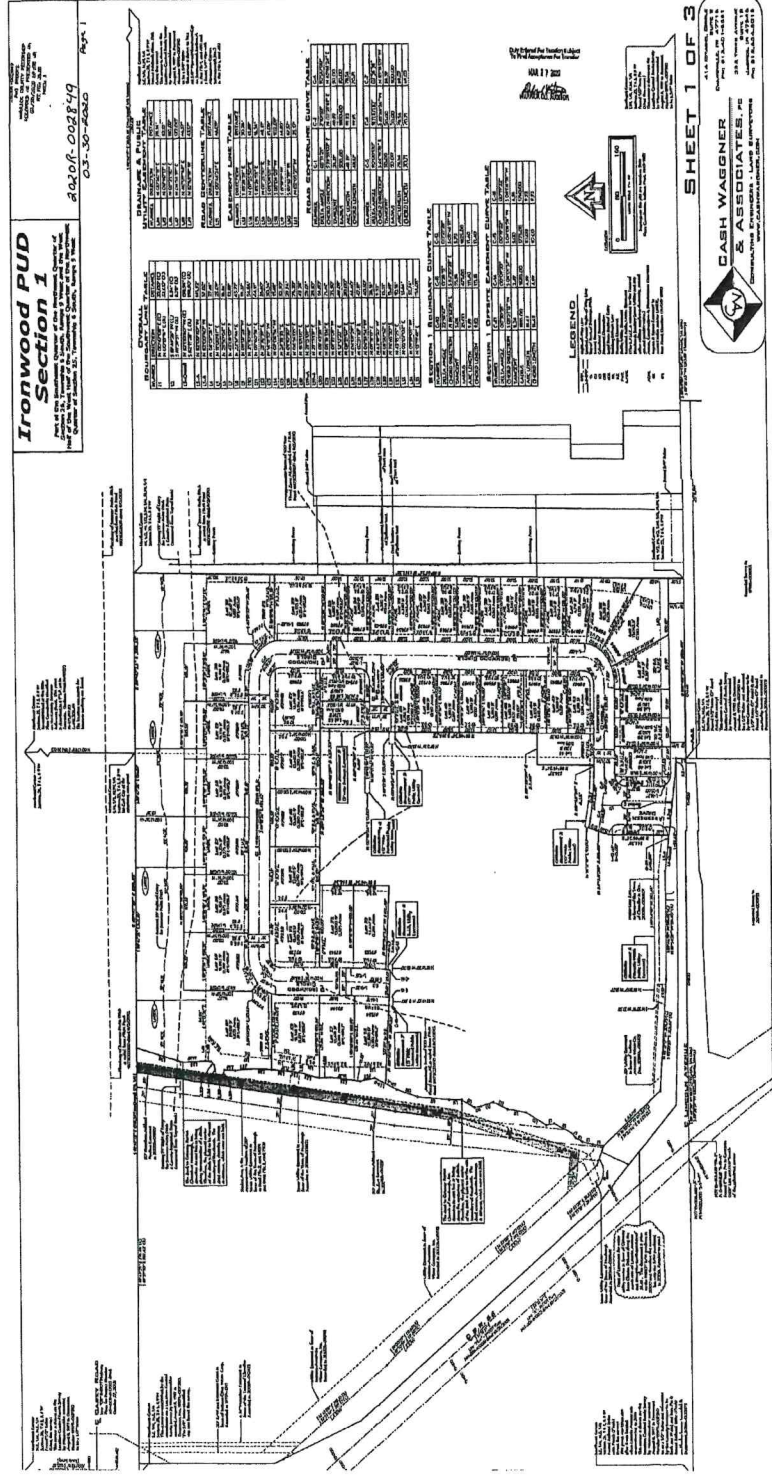
Thank You for your help on this.
 Jeremy Mattingly

President *[Signature]*
 Member *[Signature]*
 Member *[Signature]*

ATTEST:

Auditor *[Signature]*
 Date: 1-22-24

Shelley H. Boyer
 1/19/2024



APPROVED JAN 22 2024 **FILED** **Proposal**
 JAN 26 2024
 WARRICK CO. AUDITOR

Proposal #	Customer #	System Type	PO Number	Term	NET 20	Proposal Date
5189	11192	Intrusion System				October 09, 2023

Customer: COUNTY COMMISSIONERS
 107 W LOCUST STREET
 SUITE 301
 BOONVILLE, IN 47801

Contact Information:
 Customer: COUNTY COMMISSIONERS
 Contact: DAVID RUCKOLDT
 Phone: (312) 897-6120
 Email: arimatic@warrickcounty.gov
 Sales Name: MARK HARTMAN
 Phone: (312) 483-7522
 Email: MARK@SSSECURITYSYSTEMS.COM

Customer: WARRICK COUNTY ANIMAL CONTROL
 107 W LOCUST STREET
 BOONVILLE, IN 47801

Brief Description:
 SECURITY SYSTEMS WILL PROVIDE THE FOLLOWING MATERIAL TO INSTALL COMPLETE WIRELESS SECURITY SYSTEM FOR YOUR BUSINESS

Ungrouped	Description	QTY	Rate	Amount
LABOR		1.00	300.00	300.00
PROSERIES PANELED CELLULAR RADIO - AT&T		1.00	700.00	700.00
PROSERIES LITE CELLULAR RADIO - AT&T		1.00	0.00	0.00
PROSERIES DOOR/WINDOW SENSOR		1.00	0.00	0.00
TRACK MOUNT MAGNETIC OVERHEAD DOOR CONTACT		2.00	500.00	1,000.00
Total Charges:				1,000.00
Sales Tax:				1,000.00
Grand Total:				\$1,000.00

Notes
 24 HOUR MONITORING OF ALARM SIGNALS WITH CELLULAR PRIMARY COMMUNICATION \$40.00 PER MONTH
 JOB OPTION: ADD TOTAL CONNECT SMART PHONE APP \$7.00
 OUR SERVICE AGREEMENTS ARE FOR A ONE YEAR PERIOD AND WE DO NOT INSTALL PROPERTIES & PARTS WILL BE HONORED FOR 20 DAYS.

Modified Date: 10/09/2023 13:51:06
 User: MARK HARTMAN

Signature: *Mark Hartman*
 Name: Mark Hartman
 Date: 1/18/2024

APPROVED JAN 23 2024
RENEWABLE

FILED
JAN 26 2024
Michael O'Connell
WARRICK CO. AUDITOR

COMMERCIAL WASTE COLLECTION AGREEMENT

Commercial Customer Name: ANIMAL CONTROL
Address: 656 ROTH RD State: IN Zip Code: 47601
City: BOONVILLE Email: BRANDONM@RENEWABLE-RESOURCES.ORG
Phone: 877-752-3024 Contact Person: BRANDON MORTON Date of Agreement: 1/8/2024
Rate: \$250 PER MONTH Term: WEEKLY PICKUP Container/Dumpster Size BYD
Customer and Renewable Resources, Inc. ("Renewable") agree to be bound to the terms of this Agreement. Customer and Renewable warrant and represent that this Agreement has been executed by a person with authority to bind the parties.

By: [Signature] Renewable Resources, Inc.
Printed Name: Brendan Morton
Date: 1-8-24 Date: "Renewable"

COMMERCIAL WASTE COLLECTION TERMS AND CONDITIONS

- 1. **COMMERCIAL WASTE COLLECTION SERVICES.** Renewable agrees to collect Customer's waste materials on a weekly basis, monthly basis, bi-monthly basis or bi-weekly basis. Renewable will provide Customer with an approved container for its waste materials. Customer agrees that Renewable shall have the exclusive right to collect all of Customer's waste materials for the duration of this Agreement.
- 2. **FORCE MAJEURE.** Except for the obligation to pay for services rendered, neither party shall be liable to the other party in the event of force majeure. Force majeure shall include but not be limited to, but not limited to, adverse weather conditions, acts of God, strikes, riots, war and fire.
- 3. **DURATION OF THE AGREEMENT.** This Agreement shall be binding on the parties for a month to month term from the date of this Agreement.
- 4. **WASTE MATERIALS NOT CONTAINED IN APPROVED CONTAINERS.** For any waste materials that are not located within an approved container, Renewable shall have no obligation to collect and remove such trash from the Customer's property.
- 5. **NON-HAZARDOUS WASTE.** Customer agrees to only place non-hazardous waste in the approved containers. Customer agrees not to place any hazardous, toxic, infectious, or radioactive waste in the approved containers. Customer further agrees not to place any explosive, corrosive, or highly flammable waste in the approved containers. Customer further agrees not to place any waste that is highly flammable, toxic, or otherwise poses an unreasonable risk to the health of agents, employees and representatives or to the environment. Customer agrees to indemnify, defend and hold harmless Renewable, its agents, employees and representatives for any costs, damages, or expenses (including reasonable attorney's fees) incurred by Renewable from placing the waste in the approved containers. Renewable shall not be responsible for any costs or expenses incurred from placing the waste in the approved containers. Renewable for its costs and expenses incurred in disposing of such materials in a fashion required by applicable law. Customer shall at all times retain title to and liability for such materials in a fashion required by applicable law.
- 7. **TITLE.** Title to all trash provided by Customer (excluding unacceptable materials described in the previous paragraph) shall pass to and vest in Renewable at the time such materials are collected by Renewable. Any compensation received by Customer resulting from the disposal or recovery of such materials shall be solely for the benefit of Renewable, and Customer disclaims any right to receive any such compensation.

RENEWABLE

- 8. **INDEMNITY.** Customer agrees to indemnify, defend, and hold Renewable, its agents, employees and representatives harmless from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from bodily injury (including death), damage to property, both real and personal, contamination of the environment, or the violation of any laws resulting from Customer's breach of any provision of this Agreement, or any applicable law, or resulting from the negligent or willful acts or omissions of Customer, its agents, or employees.
- 9. **FEES AND PAYMENT.** Renewable's fee for collecting the waste materials described in this Agreement shall be \$250 per month. Renewable shall also charge a fee for each container not full at the time of collection. Renewable shall provide Customer with a quarterly invoice identifying such fees, and Customer agrees to pay Renewable the amount specified in the invoice within ten (10) days of the date of the invoice. Customer agrees that Renewable shall have the right to suspend or terminate the Agreement and recover its costs and expenses incurred in disposing of such materials in a fashion required by applicable law. Customer shall at all times retain title to and liability for such materials in a fashion required by applicable law. Customer shall ensure that Renewable has clear and easy access to the trash containers. If such access is not provided by the Customer, Renewable shall not be obligated to collect Customer's trash on that occasion. Renewable shall have no liability to or from Customer for failure to collect the Customer's trash in the event Renewable suspends or terminates the Agreement. Renewable shall not be liable for any damage to or destruction of property or to persons resulting from the use of equipment or vehicles, or from the weight or vibration of such equipment or vehicles, or from the weight or vibration of such equipment or vehicles, or from the weight or vibration of such equipment or vehicles, or from the weight or vibration of such equipment or vehicles, or from the weight or vibration of such equipment or vehicles. Renewable shall have no liability, responsibility, or obligations if any such access roads are damaged as a result of Renewable's performance of this Agreement.
- 12. **ASSIGNMENT/CONVEYOR'S FEES.** The prevailing party in any litigation between Customer and Renewable relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in defending or prosecuting such action.
- 13. **LIMITATION OF LIABILITY.** Neither Customer nor Renewable shall be liable to the other party for any indirect, consequential, or special damages, or for punitive damages, or for any damages of any kind, arising out of or resulting from the Agreement, or out of or resulting from the use of equipment or vehicles, or from the weight or vibration of such equipment or vehicles, or from the weight or vibration of such equipment or vehicles, or from the weight or vibration of such equipment or vehicles, or from the weight or vibration of such equipment or vehicles. The total amount of compensation paid to Renewable for the services provided the Customer under this Agreement shall in no event exceed the total compensation paid to Renewable for the services provided the Customer under this Agreement.
- 14. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Renewable.
- 15. **JURY TRIAL WAIVER. RENEWABLE AND CUSTOMER WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT WITHOUT THE INVOLVEMENT OF A JURY.**
- 16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- 17. **COMPLETE AGREEMENT.** This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements, and communications, and the entire agreement between the parties. No other terms, conditions, or representations shall be a part of this Agreement. Any provision of this Agreement that is held to be unenforceable or invalid shall not affect the enforceability or validity of the remainder of this Agreement.
- 18. **SEVERABILITY.** Provisions of this Agreement are severable. If any provision of this Agreement shall be determined to be unenforceable or invalid, that provision shall be removed from this Agreement, and all other provisions shall continue to be in full force and effect between the parties.

APPROVED JAN 23 2024



1066 E. DIAMOND AVE. EVANSVILLE, IN 47711
812-423-4458

FILED
JAN 26 2024
Michael O'Connell
WARRICK CO. AUDITOR

January 5, 2024
Warrick County Commissioners
107 W. Locust Street Room 301
Boonville, IN 47601

Dear Commissioners of Warrick County:

ARAS Termitite & Pest Control Inc. of Evansville is pleased to present the following pest control services Agreement for 2024.
ARAS has been providing pest management services for Warrick County for several years at the following facilities: Warrick County Jail, Inside Community Center, Scales Lake Park, Warrick County Disaster & Pandemic Relief Storage, Warrick County Storm Water Facility, and the Warrick County Animal Shelter. We are happy for the opportunity to continue serving the needs of Warrick County for 2024, including expanding our services to any other Warrick County locations at the Commissioners' request.

Please note: Per your request, we are adding the new facility for the Business Department and Storm Water Facility located on Proposal Dr. in Newburgh, Indiana to this annual submission. A separate proposal for the Warrick County Landfill and Hazardous Center.
We currently service the above-named facilities on a quarterly basis and the July on a monthly basis. For 2024, we will continue to provide the same pest and rodent control services that we currently do for all the facilities, as detailed in this proposal.
We will adjust implementation prices increase for 2024.

An itemized list of the service prices for each facility along with the annual investment is included. Please review this proposal and contact me if you have any questions regarding the terms or other information provided.
Kind Regards,
Scott Wright
President
ARAS Termitite & Pest Control Inc.
1066 E. Diamond Ave
Boonville, IN 47711
812-423-4458

APPROVED JAN 22 2024 **COPY FILED**

JAN 26 2024
WARRICK CO. AUDITOR

Michael B. O'Connell
WARRICK CO. AUDITOR

Service Agreement

This Service Agreement ("Agreement") entered on this 22nd day of January 2024, by and between the Evansville Regional Economic Partnership Foundation, Inc., an Indiana corporation ("E-REP"), and the Board of Commissioners of Warrick County, Indiana ("Warrick County Commissioners"),

WITNESSETH:

WHEREAS, E-REP is an Indiana non-profit corporation that is tax exempt under 501 (C) (6) or another applicable provision of the Internal Revenue Code; and

WHEREAS, E-REP wishes the Warrick County Commissioners to engage E-REP in providing services for Warrick County in connection with the economic development activities; and

WHEREAS, the Warrick County Commissioners have as one of their major goals the fostering and encouragement of economic and community development in the greater Evansville-Warrick County Area ("Development Area") and accordingly wish to enter in an Agreement with E-REP to provide services for Warrick County in connection with their economic development efforts.

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby agree as follows:

1. Fee for Services

The Warrick County Commissioners hereby agree to pay to E-REP a fee in the amount of Ninety Thousand Dollars (\$90,000.00) ("Fee") for services to be provided by E-REP to Warrick County in connection with Warrick County's economic development activities. The Fee shall be paid in two (2) installments of Forty-Five Thousand Dollars (\$45,000) each, the first installment shall be paid on or before March 31, 2024, and the second installment payment shall be paid on or before August 31, 2024, following receipt of an invoice ("E-REP Invoice") from E-REP to the Warrick County Commissioners. If this agreement is terminated by Warrick County Commissioners prior to the payment of one or more of the installments described herein, the Warrick County Commissioners shall have no obligation to pay the next installment(s) under this agreement.

2. Scope of Economic Development Activity

This Agreement shall be used and expended by E-REP in support of the activities and basic services to be provided by E-REP to encourage and foster economic development in the Development Area, including, but not limited to, the following:

- a. Increasing the Development Area's overall economic viability by bolstering existing businesses through programs which provide assistance to business owners in areas such as finance, investment, media relations, expansion planning, and transitional execution to help businesses address challenges and to implement growth opportunities;
- b. Promoting and supporting Development such as marketing initiatives for business attraction, assisting in packaging local incentives for business attraction, and providing assistance and guidance to those organizing and implementing events within the Development Area;
- c. Furthering entrepreneurship via the management and the delivery of services targeting entrepreneurs and aspiring entrepreneurs;
- d. Working with the University of Southern Indiana, University of Evansville, Ivy Tech Community College, Oakland City University; and, Indiana University School of Medicine - Evansville to provide educational programming, accessing university resources to help improve the entrepreneurial and economic development culture of the region;
- e. Maintaining a knowledgebase of all local, state, and federal economic development tools and incentives and assisting businesses in utilizing these tools; collecting and analyzing data on the business landscape of the Development Area to evaluate the strengths and weaknesses of the region's business community to identify opportunities for growth and potential challenges.
- f. Undertaking data collection and information gathering related to economic development for the Development Area.
- g. Executing strategies that support current and future regional employers' talent needs while fostering a diverse, inclusive, and equitable community development.
- h. Reporting quarterly to the Warrick County Commissioners regarding the activities of E-REP in the context of current economic development updates and strategies.
- i. Facilitating and collaborating on business retention and expansion site visits with existing Warrick County businesses to cross share data analytics and future expansion opportunities.
- j. Promoting and continued hosting of the Indiana Small Business Development Center to cultivate future growth, entrepreneurial activity, and retention of small business success.

- k. Assisting and guiding disadvantaged, women, minority, and veteran-owned businesses in obtaining certifications enabling participation in the supply chain.
- l. Providing two complimentary seats for elected officials to participate at any of the following events: Lunch with Lt. Governor, Lunch with Governor, and Economic Development Luncheon.
- m. Providing a robust toolkit on resources for diversity, equity, and inclusion that companies and communities can utilize to better prepare their workforce.
- n. Convening Elected Officials council and Economic Development Partner's Council for further regional collaboration and economic development opportunities.
- o. For further regional collaboration, E-REP has set aside an exofficio position for the Executive Director of Success Warrick County. This position has the opportunity to attend E-REP quarterly board meetings and serve on the E-REP board of directors as stated in E-REP ByLaws October 2022.

3. Term

This is a one-year Agreement, commencing on January 1, 2024, and terminating on December 31, 2024.

4. Reports

The E-REP staff shall brief the Executive Committee of the Evansville Regional Economic Partnership Board of Directors at regularly scheduled meetings. Additionally, E-REP staff shall submit quarterly reports to the Executive Committee of the Evansville Regional Economic Partnership Board of Directors and to the Warrick County Commissioners outlining activities and accomplishment relative to its agreed upon services. An annual report shall be presented to the entire Evansville Regional Economic Partnership Board of Directors at the end of the calendar year with copies made available to the public. Further, from time to time, at the request of the Warrick County Commissioners, but not less often than semi-annually, E-REP shall appear personally before the Warrick County Commissioners at a regular meeting of the Warrick County Commissioners to report on the current economic development activities provided by the Evansville Regional Economic Partnership.

5. Prohibition of Bonuses or Commissions

E-REP has not and shall not pay any bonus or commission or provide any benefit to the Warrick County Commissioners or any entity for which the Warrick County Commissioners have oversight for the making of the Agreement with the Warrick County Commissioners to E-REP.

6. Insurance

E-REP shall carry General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall maintain Worker's Compensation Insurance in the appropriate amounts required under Indiana law.

7. Non-Discrimination

E-REP shall not discriminate against any person in its hiring or employment practices due to race, color, religion, national origin, sex, age or physical or mental handicap that does not impede that person's ability to perform the work. A violation of this provision shall be deemed a material violation of this Agreement.

8. Compliance with State and Other Laws

E-REP specifically agrees that in performance of the activities and services herein enumerated, whether performed by E-REP or anyone acting on behalf of E-REP, that they will comply with any and all applicable statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

9. Termination for Cause

The Warrick County Commissioners may terminate this Agreement at any time for convenience for any or no reason by providing E-REP in the event that E-REP should fail to meet the requirements of this Agreement or otherwise fail to meet its obligations under the terms and provisions of this Agreement, the Warrick County Commissioners may notify the E-REP Executive Committee of this failure and allow reasonable time for remedy. If the failure is not remedied within the reasonable time allotted, the Warrick County Commissioners may delay future payment to E-REP until such Agreement requirements are met. In the event of E-REP's continued failure to comply with the terms of this Agreement, the Warrick County Commissioners may terminate this Agreement by giving E-REP thirty (30) days written notice of its intention to terminate the Agreement.

10. Successors and Assignees

E-REP binds itself, its partners, successors, assignees and legal representatives to the Warrick County Commissioners, its assignees and legal representatives with respect to all covenants, representations and warranties of this Agreement.

11. Independent E-REP

Nothing in this Agreement shall be construed to create an agency relationship between the Warrick County Commissioners and E-REP, and E-REP shall operate independently of the Warrick County Commissioner's authority, subject only to the general obligations contained in this Agreement regarding satisfactory performance.




12. Full Agreement




The parties agree that this instrument represents the full Agreement of the parties, and there are no promises, terms, or conditions except as stated herein.

IN WITNESS WHEREOF, the Warrick County Commissioners and E-REP have executed this Agreement as of the date first set forth above.

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

EVANSVILLE REGIONAL
ECONOMIC PARTNERSHIP
FOUNDATION, INC.


Terry Phillippe, President

Robert Johnson, Vice President

Dan Saylor, Member


(Signature) Julie A. Probus

(Printed Name) ~~Robert H. Johnson Jr~~

(Title) CEO

"WARRICK COUNTY
COMMISSIONERS"

"E-REP"

The rest of this page left intentionally blank.