

BE IT REMEMBERED THE BOARD OF COUNTY COMMISSIONERS met in the Henry County Courthouse Circuit Courtroom, on Wednesday, January 25 2017, at 6:00 P.M., with the following members present: Ed Yanos, Kim Cronk, Butch Baker, Patricia A. French, Auditor, Scott Hayes and Joel Harvey, County Attorney's.

The meeting was opened with the Pledge to the Flag, followed with silent prayer.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the minutes as presented. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the payroll as presented. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the claims as presented. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to accept the reports as presented: Henry County Sheriff's Maintenance Report, Henry County Treasurer's Report for December and 5 IGMS Quarterly Grants Report. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the resolution Collection of Solid Waste Management Fees by Inter-Local Agreement. Motion carried 3-0.

RESOLUTION NO. _____-2017

RESOLUTION APPROVING COLLECTION OF

SOLID WASTE MANAGEMENT FEES

BY INTER-LOCAL AGREEMENT

WHEREAS, I.C. 13-21-3-22 empowers the Henry County executive body ("County") and the Henry County Solid Waste Management District ("District") to enter into a contract for the collection of the District's management fee; and

WHEREAS, the County and the District are desirous of entering into an Inter-Local Agreement Regarding The Collection Of Solid Waste Management Fees ("Agreement") for the collection of the Henry County Solid Waste District Management Fee as a Special assessment on the property tax statements; and

WHEREAS, the Henry County Auditor and the Henry County Treasurer have reviewed the Agreement and have consented to the terms of the agreement in writing; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Henry County that the County approves the terms of the Inter-local Agreement Regarding the Collection of Solid Waste Management Fees, and that the Agreement may be executed by one or more members of the Board of Commissioners.

Adopted this _____th day of _____, 2017, by the Board of Commissioners of Henry County.

[Signatures on next page]

INTER-LOCAL AGREEMENT REGARDING THE COLLECTION OF

SOLID WASTE MANAGEMENT FEES

This Interlocal Agreement ("Interlocal Agreement or "Agreement") is made and entered in as of the _____ day of _____, 2017, by and between Henry County, a political subdivision of the State of Indiana, hereinafter referred to as the "County", and the Henry County Solid Waste District, a political subdivision created and existing under the laws of the State of Indiana, hereinafter referred to as the "District".

RECITALS

WHEREAS, Henry County, by its Board of Commissioners, hereinafter referred to as "County" and the Henry County Solid Waste District Board, hereinafter referred to as "District" are desirous of entering into an agreement for the collection of the Henry County Solid Waste District Management Fee as a Special assessment and,

WHEREAS, the parties have agreed that the collection of the aforementioned fee can most efficiently be accomplished by the inclusion of said fee as a special assessment on the tax statements to be mailed by the Henry County Treasurer's Office; and,

WHEREAS, said fees are to be collected by Henry County Treasurer and deposited to the order of the District upon their collection:

WHEREAS, the County and the District wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to the collection of the Henry County Solid Waste District Management Fee.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and District, intending to be legally bound, agree as follows:

Article I AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the laws of the State of Indiana, including expressly (but not limited to) Indiana Code 13-21-3-22.

Article II CONSTRUCTION

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

Article III INCLUSION OF MANAGEMENT FEE SCHEDULE

The county agrees as part of this inter-local agreement to provide the service of inclusion of the District's annual management fee schedule, starting with the fiscal year 2017 management fee and every year after for the term of this agreement, as a special assessment on the County's tax statements. In consideration for this service and the subsequent service of collection and deposit of all such special assessment/management fee collections, the District shall compensate the County in a manner consistent with the terms set out below.

Article IV COMPENSATION

The District shall pay the County a sum equivalent to Five Percent (5%) of the total amount of the special assessments summary, which summary will show the assessments collected for all District imposed management fees. Said sum shall be

payable by the District to the County within forty-five (45) days of the assessment summary being approved by the District and the County.

Article V
TAX STATEMENT

The county will, as part of its normal annual mailing of tax statements to the residents of Henry County, include on any said tax statement in the portion of the statement, which allows for special assessment, a sum equivalent to the total management fee imposed by the District for the taxpayer who shall be identified in the individual tax statement. Responsibility for providing the information as to the special assessment/management fee shall be borne by the District. The District shall provide the information as to each taxpayer to the County in a manner and time frame consistent with the County's requirements for mailing the tax statement. Upon receipt of said information, the County shall be responsible to see that all tax statements include the management fee/special assessment designation.

Article VI
ASSESSMENT SUMMARY

The assessment summary shall be the total amount of management fees collected as a special assessment on County Tax Statements mailed by the Treasurer to the residents of Henry County and the Solid Waste District. This summary shall be in a computer-generated form and shall be approved by both the County and the District. The signature of the District's Executive Director shall evidence approval of said summary and the County shall hereby designate the Treasurer of Henry County as the signator for the County for the purpose of approving the assessment summary.

Article VII
DEPOSIT OF SPECIAL ASSESSMENT/MANAGEMENT FEE

As the County receives payments in response to the Tax Statements, it shall separate that portion of the payment, which represents the special assessment/management fee and deposit said sum for the benefit of the District. It is the agreement of the parties that by the 25th of each calendar month, the District may submit a claim against said deposit for all funds received during the preceding month.

Article VIII
EFFECTIVE DATE AND TERMINATION

This Interlocal Agreement shall take effect from the date of signatures, and shall remain in full force and effect until terminated pursuant to this Article. This Agreement shall run from the date of signatures for a period of five (5) years. Thereafter, said Agreement shall renew for automatic two (2) year periods unless either party shall give two (2) years notice in writing.

Article IX

NOTICES

Any notice to a party required or permitted hereunder shall be sufficiently given only when provided in writing and either personally delivered or sent via Certified or Registered Mail to the party's address indicated herein.

Henry County Solid Waste District
c/o Director
1121 Broad Street
New Castle, IN 47362

Henry County Commissioners
101 South Main Street
New Castle, IN 47362

Article X AMENDMENT

This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved by the County and the District, and only if properly executed by all the parties hereto.

Article XI ENFORCEMENT

The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Indiana law for enforcement hereof. In the event that either party must resort to legal enforcement of the terms of this Agreement, that party shall be entitled to collect from the defaulting party all fees in connection with said enforcement, to include, but not be limited to, filing fees, legal expenses and other associated fees.

Article XII MISCELLANEOUS

The County does hereby designate that the Treasurer of Henry County shall serve as the official agent and contact person for the County, shall be responsible for execution of all documents and shall be the individual with whom the District will coordinate the collection and deposit of the aforementioned special assessment/management fee. No other individual of the County shall be responsible or have any other duties in connection with this agreement. The Treasurer shall, however submit quarterly reports for the collection of the special assessment/management fee and subsequent deposits to the District and the Henry County Board of Commissioners.

This Agreement shall be construed as an Interlocal Agreement under the terms of Indiana Code 36-1-7 and shall be effective upon approval of the legislative and fiscal bodies of Henry County and the Henry County Solid Waste District.

This agreement, pursuant to Indiana Code 36-1-7-6, shall be recorded with the Henry County Recorder no later than sixty (60) days after it takes effect, and additionally said agreement will be filed with the State Board of Accounts for audit purposes.

After consultation with their respective legal counsel, the County and the District each represents and warrants to the other its respective authority and power under Indiana law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The District and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof.

To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

[Signature page to follow]

By execution hereof, the persons signing below certify that they have read this Agreement, that they are duly authorized to execute this Agreement on behalf of the County and the District and this Agreement shall bind both the County and the District to the terms set out above.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the Pictometry Agreement, subject to final approval from the County Attorneys. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk for the resolution of the Henry County Board of Commissioners Regarding Approval of Expansion of Economic Development Area and Allocation Area. Motion carried 3-0.

Brad Bender with FDPH spoke about designing Brooks Drive Extension, bids will be advertised February 10th, and be due March 8th, 2017. A motion was made by Mr. Cronk and seconded by Mr. Yanos to start the process of Brooks Drive Extension. Motion carried 3-0.

Comment [CR1]:

RESOLUTION NO. _____

RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS REGARDING
APPROVAL OF EXPANSION OF ECONOMIC DEVELOPMENT AREA AND ALLOCATION
AREA

WHEREAS, the Henry County ("County") Redevelopment Commission ("Commission") did on November 29, 2016, adopt an Amending Declaratory Resolution expanding its 2012 Consolidated Economic Development Area and I70/S.R. 109 Allocation Area (collectively, "Area"), as confirmed by its Amending Confirmatory Resolution adopted on January 24, 2017, following a public hearing on January 24, 2017 (collectively, "Amendatory Resolution");

WHEREAS, IC 36-7-14-41(c) requires that any enlargement of the boundaries of an economic development area be approved by the Board of Commissioners of the County; and

WHEREAS, the Board of Commissioners reviewed the Amendatory Resolution and previously approved the written order of the Henry County Plan Commission regarding the Amendatory Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HENRY COUNTY, INDIANA THAT:

1. The Board of Commissioners hereby finds and determines that it will be in the best interests of the County to expand the boundaries of the Area as described in the Amendatory Resolution.
2. The expansion of the Area as described in the Amendatory Resolution is hereby approved.
3. This resolution shall be effective from and after passage.

PASSED AND ADOPTED by the Board of Commissioners of Henry County, Indiana, this 25th day of January, 2017.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to appoint Tony Roach to the Park Board as Bob Pursley resigned. The following were the other applicants for the park board, Becky McGrady, Josh Dugger, and Ron Coatie. Motion carried 3-0. Mr. Cronk made a motion to appoint Ron Coatie to the board, his motion died due to lack of a second.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to reappoint Sheldon Dynes to the Hospital Board. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to reappoint Ed Yanos to the ECI Board. Motion carried 2-0, with Mr. Yanos abstaining.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to reschedule the March 8th meeting to March 15th, due to attendance at Purdue Road School. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve bonds for Melinda Grounds, Jefferson Township Trustee, Abby A. Snyder, Dudley Township Trustee, Cheryl Wright, Henry County 4-H Association, Stephanie L. Madison, Charles A. Beard Memorial School Corporation, Nancy Harmon, South Henry Regional Waste District, Maurice Goodwin, Henry County Redevelopment Commission, William Aitchison, Henry County Redevelopment Commission, Jonathan D. Madison, Henry County Redevelopment Board, Paul Janssen, Henry County Redevelopment Board, R. Scott Hayes, Henry County Redevelopment Commission, Kelli Wasson, Henry County Redevelopment Commission, Bob Clapp, Town of Sulphur Springs, Christy York, 2016 & 2017, City of New Castle, Ramona Hacker, New Castle Henry County Public Library, Abby Hamilton, Blue River Valley School Corporation, Anita Matthews, Blue River Valley School Corporation, Blue River Valley School Corporation, and Leah Stevens, Town of Cadiz. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the bid from Harvest Land Co-op for Items #1, 2 and 3. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the bid from Falmouth Farm Supply, Inc. for Item #4. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve all bidders on Item #5 and 6. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve all bidders on Item #7-#12. Motion carried 3-0.

ANNUAL BIDS FOR 2017

List of Bidders per category:

ITEM 1 GASOLINE

Van Hoy Oil Inc.

Falmouth Farm Supply, Inc.

✓ Harvest Land Co-op

Lykins Energy Solutions (Bid not properly submitted as required)

ITEM 2 DIESEL FUEL #1

Van Hoy Oil Inc.

Falmouth Farm Supply, Inc.

✓ Harvest Land Co-op

Lykins Energy Solutions (Bid not properly submitted as required)

ITEM 3 DIESEL FUEL #2

Van Hoy Oil Inc.

Falmouth Farm Supply, Inc.

✓ Harvest Land Co-op

Lykins Energy Solutions (Bid not properly submitted as required)

ITEM 4 DIESEL FUEL #2 (OFF ROAD)

Van Hoy Oil Inc.

✓ Falmouth Farm Supply, Inc.

Harvest Land Co-op

Lykins Energy Solutions (Bid not properly submitted as required)

ITEM 5 LIQUID ASPHALT

✓ Asphalt Materials, Inc.

✓ Marathon Petroleum LLC (Low bid, but not open year round, cannot pick up at their plant & cannot supply all required materials)

ITEM 6 ASPHALT PAVEMENT MATERIALS & MISC.

FOB Plant-HMA

✓ CGS Services, Inc.

✓ E & B Paving, Inc.

✓ Milestone Contractors, L.P.

✓ R-Mix LLC (Powell)

Furnished, Delivered and Placed-HMA

✓ CGS Services, Inc.

✓ E & B Paving, Inc.

✓ Milestone Contractors, L.P.

➔ Purchase of material is dependent upon proximity to project.

Patch Mix

✓ E & B Paving, Inc.

✓ Milestone Contractors, L.P.

➔ Purchase of material is dependent upon product availability.

ITEM 7 CRUSHED STONE

✓ Irving Materials, Inc.

✓ Rush County Stone Co., Inc.

ITEM 8 CONCRETE (Recommending no award-because of availability)

Irving Materials, Inc.

ITEM 9 CALCIUM CHLORIDE

✓ Great Lakes Chloride, Inc.

ITEM 10 GRAVEL AND SAND

✓ CGS Services, Inc.

✓ Irving Materials, Inc.

ITEM 11 EQUIPMENT RENTAL AND LABOR

✓ Duncan Robertson, Inc.

ITEM 12 PIPE & MISC. (See breakdown sheet for recommended awards)

Civilcon Inc.

E3 Bridge

Metal Culverts, Inc.

St. Regis Culvert, Inc.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the USI Consultants Contract for Bridge Inspections in the amount of \$206,848.12, due to error in original contract amount of \$206,842.12. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve a Dell Server Purchase for the Courthouse in the amount of \$9210.40. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the purchase of a Kyocera Used Color Copier for the Auditors Office in the amount of \$4395.00. Motion carried 3-0.

Randy Bower with Office H2O spoke about servicing the courthouse with water coolers, this is under advisory until the next meeting.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to have Cathy Hamilton lead the effort to get input from the community and discuss plans to improve the facilities and the park in general. Cathy envisions having three community meetings with all ideas prioritized into a plan. Details about the meetings will be publicized in The Courier Times. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to stop renovations to the Smith Building, with an exception of trying to figure out the best fix for the water problems and get estimates on roof repairs. Motion carried 3-0.

There was further discussion about the Memorial Park plans and the following people spoke, Rebecca Baker, Patsy Conyers, Mr. Ferrell, Wayne Jester, Chad Malicoat, Mr. Martin, Tim Norris, Steven Peckingpaugh, Lisa Prior and Jim Wicker.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to adjourn the meeting. Motion carried 3-0.

Ed Yanos, President

Kim Cronk, Vice President

Butch Baker

Attested by: _____
Patricia A. French, Henry County Auditor