

BE IT REMEMBERED THE BOARD OF COUNTY COMMISSIONERS met in the Henry County Courthouse Circuit Courtroom, on Wednesday, October 12, 2016, at 6:00 P.M., with the following members present: Ed Yanos, Kim Cronk, Butch Baker, Patricia A. French, Auditor and Joel Harvey, County Attorney.

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

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

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

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

A motion was made by Mr. Baker and seconded by Mr. Cronk to accept monthly reports presented by:

Henry County Attorney Report for September

Henry County Clerk's Report for September

Henry County Local Health Application for 2017

Henry County Sheriff's Maintenance Report

IGMS Henry County LEPC Training Local Grant 1st Quarter Report

IGMS Henry County LEPC Training Planning Grant 1st Quarter Report

IGMS Henry County Based Competitive Projects Grant 1st Quarter Report

IGMS Henry County Local Salary Reimbursement Grant 1st Quarter Report

IGMS Henry County Local Base Aware for Counties Grant 1st Quarter Report

Intech Service Order for September

Star Financial Statement of Account for September

Debbie Walker, Clerk opened the Old Record Destruction meeting scheduled for 6:00 P.M.

Gene Bundy, representing New Castle Babe Ruth League, addressed the Commissioner's concerning one of their Food & Beverage projects. The Babe Ruth League's combined projects will amount to \$50,000, but the first phase of the combined project will amount to \$20,409. The first phase will be adding an infield mix to level the infield, baseline and home plate. Mr. Bundy provided a quote from J & D Turf for the \$20,409. Mr. Bundy stated they had contacted Ross Landscaping but they were going to have to contact J & D Turf to deliver all the material. A motion was made by Mr. Cronk and seconded by Mr. Baker to accept the quote from J & D Turf as presented for the New Castle Babe Ruth League. Motion carried 3-0.

Corey Murphy, EDC Director, along with the Commissioner's opened and accepted bids presented for the legal drain to Buck Creek, in Franklin Township for the G.W. Pierce Parkway project. A motion was made by Mr. Cronk and seconded by Mr. Baker to accept the bids as presented:

Atlas Excavating	\$307,132
Pritchett's Backhoe	\$194,869
Monroe LLC	\$244,903
Culy Construction	\$197,476.90
Ross Lawns & Landscaping	\$405,500
TT Maintenance	\$417,782.50

Motion carried 3-0.

Deb Lily, representing the South Henry Regional Waste District, presented two different agreements for approval. One agreement was with ARA to provide general administration technical assistance and advisory services and the other was with FPBH, Inc., who will perform the services for the Wastewater Utility Plan Project. Mr. Cronk had some questions concerning hiring a consultant through the grant without their approval. After some discussion a motion was made by Mr. Cronk and seconded by Mr. Baker to proceed with modifications from the County attorney. Motion carried 3-0.

AGREEMENT

(Utility Plan PL# _____)

THIS AGREEMENT is effective _____ by and between the Henry County, Indiana (hereinafter referred to as the County), and Administrative Resources association, 748 Franklin Street, Columbus, IN 47201 (hereinafter referred to as ARa).

WHEREAS, the Indiana Office of Community and Rural Affairs (IOCRA) has awarded the County a grant providing for financial aid to the County in the form of a Planning Grant; and,

WHEREAS, South Henry Regional Waste District will be a sub-grantee to said grant and provide matching funds and oversee the development of a utility study for district; and,

WHEREAS, pursuant to such grant agreement, the County will undertake certain activities necessary for the administration of said project; and,

WHEREAS, the County desires to employ ARa to assist in the administration of said Planning Grant; and,

WHEREAS, the County has, by resolution, authorized the President of the Board of County Commissioners to enter into contracts for the provision of grant administration and program management services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

ARa will provide the following grant related **general administration technical assistance and advisory services** which are intended to assure the correct, complete and timely execution and completion of the Henry County grant program in compliance with federal and state laws, rules and regulations, and will perform and carry out these services in a satisfactory and proper manner, as determined by the County. The services that will be provided include, but are not limited to, the following:

General administration technical assistance and advisory services, including:

Financial Management:

(including progress reporting)

ARa will assist the Auditor in establishing a financial management system and project file pursuant to the Grantee Implementation Manual, including amending the Letter of Credit to include this grant, and assisting the Auditor in preparation of requests for payment on the Letter of Credit. ARa will prepare draft grant related financial and progress reports for Henry County as required by IOCRA, in consultation with the County Council President and Auditor, as appropriate. (ARa will establish a shadow records system in our offices to better serve and protect the County in the event that some or all of the County records are misplaced or destroyed.)

Program Management:

ARa will assist the County in gaining release of any grant conditions that may accompany or be later applied to the grant, and in appropriate staging of the project to expedite release of funds and to minimize the project implementation process.

Program Amendments:

ARa will assist the County in preparation of program amendments that may from time to time become necessary as a result of unforeseen circumstances, and will assist in the proper filing and processing of such amendments.

Professional Services Solicitation and Selection:

ARa will assist the County in the process of solicitation and selection of such professionals, including preparation of public notices and RFP's, and development of selection standards, all in order to encourage full compliance with state and federal regulations.

Project Close-Out and Reporting:

ARa will advise and represent the County in discussions with the project auditor and IOCRA officials to resolve concerns or questions relating to the progress or management of the grant program, and will prepare the required close-out documents in consultation with the County Council President and Auditor. ARa will manage the grant settlement process, and will assist the County in preparation of required reports until the grant is finally closed-out, with a final certification of completion awarded to the County.

TIME OF PERFORMANCE

Services are to commence on the above noted effective date of this agreement. All services shall continue until the grant is closed-out, unless this agreement is amended or terminated as provided herein.

DESIGNATED REPRESENTATIVES

Deb Lilly, of ARa, or her successor in the position, will serve as the designated representative of ARa for purposes of daily liaison regarding administration of the grant program.

Jerry Libby, Utility Superintendent for South Henry Regional Waste District (SHRWD), or his successor in office, will serve as the designated representative of the SHRWD for purposes of daily liaison regarding administration of the grant program.

Eric A. Frey, II of ARa, or his successor in the position, will serve as the designated representative of ARa for purposes of liaison regarding administration of this agreement between ARa and the County.

Ed Yanos, President of County Board of Commissioners, or his successor in office, will serve as the designated representative of the County regarding administration of this agreement between ARa and the County.

COMPENSATION AND SCHEDULE OF PAYMENTS

For the above described services regarding the Planning grant, and fully conditioned upon receipt of the grant by the County, the County agrees to pay ARa the sum of One Two Thousand Four Hundred Dollars (\$2,400.00), which shall be the maximum amount charged for such services. Payment for the above described services shall be deemed earned and payable to ARa as follow:

\$2,000.00 shall be due and payable to ARa upon completion of the professional services selection process as evidenced by selection of a project planning consultant.

\$ 400.00 shall be due and payable to ARa upon initiation of grant close-out activities. In order to comply with the IOCRA requirement that all payments, except for audit fees, be made prior to submission of the close-out package, payment shall be considered earned if paid no more than six weeks prior to submission of the close-out report.

Notwithstanding any clause or term in this Agreement, the County shall only be obligated to pay ARa from funds actually received from the State of Indiana Office of Community and Rural Affairs through its State Community Development Block Grant Program Planning Grant Fund (AES# A192-17-PL-15-025) ("Grant") or from funds received from South Henry Regional Waste District ("SHRWD") as matching funds for the Grant. The County

shall have no liability to ARa for any sum in excess of funds actually received by the County from and pursuant to the Grant or from SHRWD as matching funds for the Grant.

METHOD OF PAYMENT

Payment shall be made no more often than monthly, based upon submission of a duly executed claim by ARa to the Auditor of the County, provided however, that the County shall be under no obligation to pay any sum to ARa until the County receives funds under the Grant or from SHRWD as matching funds and shall in no event be required at any time to pay any sum to ARa in excess of funds actually received under the Grant or from SHRWD as matching funds. The County acknowledges receipt of the sum of matching funds in the sum of \$ 3,780 from SHRWD.

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED PROFESSIONAL SERVICES CONTRACTS

EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER 11246 & 11375

Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, Contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each

subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

MINORITY AND WOMEN BUSINESS ENTERPRISE POLICY

(Office of Community and Rural Affairs):

Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. Contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, Contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

COMPLIANCE IN THE PROVISION OF TRAINING,

EMPLOYMENT AND BUSINESS OPPORTUNITIES

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

TITLE VI CIVIL RIGHTS ACT OF 1964:

During the performance of this contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as "Contractor"), agrees as follows: A) Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices. B) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin. C) Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information. D) In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) Withholding of payments to Contractor under the contract until Contractor complies; and/or, (2) Cancellation, termination or suspension of the contract, in whole or in part. E) Contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, Contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

TITLE VIII CIVIL RIGHTS ACTS OF 1968

(AS APPLICABLE)

Contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

SECTION 109 HOUSING AND URBAN DEVELOPMENT ACT OF 1974

(AS APPLICABLE)

Contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

SECTION 504 REHABILITATION ACT OF 1973

Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. In the event of Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals. Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

FAIR HOUSING AMENDMENTS ACT OF 1988

(AS APPLICABLE)

Contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

AMERICANS WITH DISABILITIES ACT OF 1990

Contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CERTIFICATION OF NONSEGREGATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments and those under its control. Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

(24 CFR PART 85.42)

Contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit: Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications: (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later; (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property; (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the County.

The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that

such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

CONFLICT OF INTEREST

(24 CFR 85.36 AND 24 CFR 570.611)

Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the County shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is: (a) An employee, agent, consultant, officer, or elected or appointed official of the County, any designated public agency or any sub recipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs; (b) Any member of his/her immediate family; (c) His or her partner; or (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

REMEDIES/SANCTIONS OR BREACH OF CONTRACT TERMS

Upon written notice, the County may withhold payments to Contractor if Contractor shall fail to fulfill in a timely and proper manner its obligations to County under this contract, or if Contractor shall violate any of the conditions of this contract. The County shall in its written notice to Contractor fully describe the nature of failure or violation by Contractor, the corrective action required of Contractor, and, the County shall allow Contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by Contractor within thirty (30) days from the date of notification, then the County shall process payment(s) to Contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the County may proceed to terminate this contract.

TERMINATION OF CONTRACT FOR CAUSE

24 CFR 85.43 (ALL CONTRACTS IN EXCESS OF \$10,000)

If Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if Contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the County and allowances for corrective actions specified in under *Remedies/Sanctions or Breach of Contract Terms*, above, the County shall thereupon have the right to terminate this contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under this contract shall, at the option of the County, become the property of the County and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event Contractor disputes County's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

TERMINATION FOR CONVENIENCE

24 CFR 85.44 (ALL CONTRACTS IN EXCESS OF \$10,000)

The County may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to Contractor. If the contract is terminated by the County as provided herein, the County agrees to pay Contractor, no later than thirty (30) days following the date of the written notice of contract termination by County. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under this contract shall, at the option of the County, become the property of the County and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

CHANGES TO CONTRACT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

CONTRACTOR TO FURNISH NECESSARY PERSONNEL RESOURCES

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the County.

All of the services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the County. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

REPORTS AND INFORMATION

Contractor, at such times and in such forms as the County or the Indiana Office of Community and Rural Affairs may require, shall furnish and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the County in connection therewith, and any other matters covered by this contract.

RECORDS AND AUDITS

Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the County to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

COPYRIGHT AND PATENT RIGHTS

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of Contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the County shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of Contractor's services.

COMPLIANCE WITH STATE AND LOCAL LAWS

Contractor specifically agrees that in performance of the services herein enumerated, Contractor and its employees/agents will comply with any applicable state, and local statutes, ordinances and regulations in force at the time this agreement is executed.

DISCLOSURE REPORTS

(HUD REFORM ACT OF 1989)

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grants Management Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD

Disclosure Report, the contractor will provide the grantee with the following minimum information: a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract; b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable; c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and, d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in

dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

COMPLIANCE WITH COPELAND ACT

In carrying out this agreement, Contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and sub grants for construction or repair services.

COMPLIANCE WITH DAVIS-BACON ACT

In carrying out this agreement, Contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by the County and sub recipients.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In carrying out this agreement, Contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by the County and sub recipients, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS (APPLICABLE TO ALL CONTRACTS OVER \$100,000)

In carrying out this agreement, Contractor agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) US Department of respective to all contracts in excess of \$100,000 awarded by the County and sub recipients. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

CONSERVATION

In carrying out this agreement, Contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

COMPLIANCE WITH E-VERIFY EMPLOYMENT FOR WORK ELIGIBILITY STATUS

Employment Eligibility Verification pursuant to I.C. 22-5-1.7-11, 12 and 13

ARa affirms under penalties of perjury that it does not knowingly employ an unauthorized alien. ARa shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. ARa is not required to participate should the E-Verify program cease to exist.

ARa shall not knowingly employ or contract with an unauthorized alien. ARa shall not retain an employee or contract with a person that ARa subsequently learns is an unauthorized alien. The Commission may terminate this Agreement for breach of contract if ARa fails to cure a breach of this provision no later than thirty (30) days after being notified of such breach.

INVESTMENT ACTIVITIES IN IRAN PROHIBITION

Pursuant to I.C. 5-22-16.5, *et seq*, ARa hereby certifies that they are not engaged in investment activities in Iran, as those terms may be defined in I.C. 5-22-16.5, *et seq*."

Joe Copeland, Highway Engineer, had several issues to discuss with the Commissioner's. Mr. Copeland presented quotes for bridge work on 450 W North of 400 N. After review by Mr. Copeland he recommended Duncan Robertson. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the quote from Duncan Robertson for the bridge work on Bridge #17. Motion carried 3-0. Mr. Copeland also informed the Commissioner's the County had been awarded a signage grant from INDOT in the amount of \$495,000. Mr. Copeland also asked for a signature on the Local Roads & Bridges grant agreement signed by the Commissioners. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve signing the agreement. Also presented was an updated agreement for Bridge #3. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the updated agreement for Bridge #3 as presented. Motion carried 3-0.

Mr. Copeland was joined by Mr. Steve Rust, Surveyor to present three different road access ordinances for approval. Ordinance #2016-10 (10-12) was establishing regulations for the installation of utilities in a regulated drain easement. Ordinance #2016-11(10-12) was modifying regulations for the construction of access and entries to county highways and roads and the Ordinance #2016-12(10-12) was establishing regulations for the installation of utilities on or over a county right of way. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve on first reading all three ordinances subject to legal review and advertisement.. Motion carried 3-0.

Ordinance No. 2016-10 (10-12) 2016

**AN ORDINANCE ESTABLISHING REGULATIONS FOR THE INSTALLATION
OF UTILITIES IN A REGULATED DRAIN EASEMENT**

WHEREAS, Henry County has the authority to enact regulations to promote the public health, safety and welfare; and,

WHEREAS, Henry County has determined that specific guidelines and regulations should be adopted regarding the installation of utilities in and through any regulated drain.

NOW THEREFORE, BE IT ORDAINED that the Henry County Code is hereby amended to include new Sections 154.115 through 154.122, which are hereby adopted and made a part of the Henry County Code.

Section 154.115. For purposes of this section, the following terms are hereby defined:

- a. utility. shall mean any privately, municipally, publically, or cooperatively owned systems or facility for supplying communications, power, light, heat, electricity, gas, water, pipeline, sewer, sewage disposal, drain, or other like service, directly or indirectly to the public.
- b. person: shall mean any natural person, corporation, limited liability company, partnership or other organization.
- c. regulated drain: shall mean any drain under the jurisdiction of the Henry County Drainage Board and subject to the provisions of Indiana Code §36-9-27-1, et. seq.
- d. regulated drain right-of-way: shall mean the area of land lying near a regulated drain on which the Surveyor or Drainage Board maintains a right of entry pursuant to Indiana Code §36-9-27-33.
- e. foundry sand: shall mean silica based sand mixed with clay, oil, or other materials and is a by-product of the ferrous or non-ferrous metal casting process.

Section 154.116. No person shall install or relocate any utility in, through or across any regulated drain or regulated drain right-of-way unless such person has obtained a Drain Utility Installation Permit issued pursuant to Section 154.116.

Section 154.117. A Drain Utility Installation Permit may be issued by the Henry County Surveyor. The Permit shall allow a person to install a utility in a regulated drain or within a regulated drain right-of-way during the timeframe specified in the Permit. In order to obtain a Drain Utility Installation Permit, a person must submit an application in the form prescribed by the Henry County Drainage Board. The application for the Permit shall include the following:

- a. Detailed plans and specifications showing the proposed location of the utility to be installed which must include the following:
 - i. Topographic profile of the route and location of the utility within the regulated drain or regulated drain right-of-way.
 - ii. Demonstrate open channel flow lines in original channel bottom grades using a tile probe to determine the original bottom grade.
 - iii. Existing tile elevations.
- b. A bond or other security in an sum sufficient to ensure that damage caused by the installation of a utility will be properly and timely repaired provided that bond or other security shall be in a sum of no less than \$10,000.00;
- c. A description of the backfill and surface repair material that will be used following the installation of a utility in a regulated drain or within a regulated drain right-of-way;
- d. One or more agreements in a form satisfactory to the Henry County Drainage Board under which the applicant is bound to indemnify, defend and hold Henry County harmless from any damage to property or bodily injury caused in connection with the installation of a utility and under which the applicant warrants that its repair work performed within a regulated drain or a regulated drain right-of-way shall be free of defects for a period of no less than three (3) years following the completion of work; and,
- e. The payment of the application fee established under Section 154.120.

Section 154.118. The Henry County Surveyor shall issue a Drain Utility Installation Permit authorizing the installation of a utility if the Surveyor determines:

- a. The location of the utility does not unreasonably interfere with the use or function of the regulated drain;
- b. That any piping installed will be at least thirty-six (36") inches below the original channel bottom;
- c. The drainage tile nearest any piping installed shall be at least two feet (2') in distance from any drainage tile;

d. Any piping installed shall be at least twenty-five feet (25') from the top of the bank when installed parallel to any channel and at least fifteen feet (15') from any drainage tile when installed parallel to a drainage tile;

e. Any boring shall be at least twelve inches (12") or more below any buried drainage tile and subject to visual inspection by the Surveyor or his designee;

f. If the applicant intends to cross a regulated drain, the applicant must utilize granular backfill and such granular backfill shall be compacted in a manner that supports the existing tile alignment.

g. That joints at each side of the trench wall shall be secured and the applicant shall utilize geotextile fabric if reasonably necessary to ensure the security of any joint.

h. The applicant has executed all necessary agreements to indemnify Henry County from and against any claims for damage arising from the installation of a utility and further executed any document warranting its work to be free from defects as required by Section 154.117(d);

i. The Henry County Drainage Board has approved the placement of any permanent structure to be located within a regulated drain or regulated drain right-of-way; and,

j. The installation of a utility as described in the application will not violate any other applicable provision of the Henry County Code or any applicable state or federal law.

Section 154.119. A person may post a blanket bond, insuring the repair of damage in connection with or resulting from all utility installation work performed by such person during a one-year period, in lieu of providing a bond in connection with each utility application as described in Section 154.117(b) above. The blanket bond must be in a form and an amount reasonably satisfactory to the Drainage Board to satisfy any damage caused in the installation of a utility in the county right-of-way by the applicant for all of the applicant's proposed installations during the effective dates of the bond.

Section 154. 120. A person shall pay a fee, at the time of making application to perform utility work in any regulated drain or regulated drain easement area. The fee shall be due at the time of making application, provided however, that a person shall not be required to pay more than one application fee during any twelve (12) month period commencing on the date of the person's first application. The application fees to be collected are as follows:

a. for each proposed crossing of a regulated drain, the applicant shall pay a fee in the sum of \$250.00 for each proposed crossing; and

b. for each proposed encroachment into a regulated drain or regulated drain easement area, a fee in the sum of \$25.00 per twelve inches (12") of encroachment with a minimum application fee of \$250.00.

Section 154.121. The Henry County Surveyor may issue a stop work order or other directive instructing a person to cease work in connection with the installation of a utility in a regulated drain or a regulated drain right-of-way area if such person is:

- a. Disturbing the regulated drain or regulated drain easement area or taking any step to install a utility without first obtaining a Drain Utility Installation Permit;
- b. Installing a utility in a location or in a manner not specified in a Drain Utility Installation Permit; or,
- c. Installing a utility in a manner that materially deviates from the application for a Drain Utility Installation Permit or does not otherwise conform with the specifications required by Section 154.118 for the installation of a utility in a regulated drain or regulated drain right-of-way.

Section 154.122. No person shall utilize foundry sand as a fill material or place foundry sand on or in the ground within a regulated drain or regulated drain easement area. Any person who violates the provisions of this section shall, in addition to being subject to a fine as set forth in Section 154.199, immediately remove any foundry sand placed in violation of this Section.

EFFECTIVE DATE: This Ordinance shall be effective upon passage and at the earliest date permitted by law.

SEVERABILITY: Any provision contained in this ordinance, which is found by a court of competent jurisdiction to be unlawful or by operation of law, including subsequent legislative enactment, is rendered inapplicable, shall be omitted and the rest and remainder of this ordinance shall remain in full force and effect.

REPEALER: All ordinances that are in conflict with the terms of this Ordinance are hereby repealed as of the effective date of this Ordinance.

ADOPTED by the Board of Commissioners of Henry County, Indiana this ____ day of _____, 2016, by a vote of _____ to _____.

ORDINANCE NO. 2016-11 (10-12) 2016

**AN ORDINANCE MODIFYING REGULATIONS FOR THE CONSTRUCTION
OF ACCESS AND ENTRIES TO COUNTY HIGHWAYS AND ROADS**

WHEREAS, Henry County has the authority to enact regulations to promote the public health, safety and welfare; and,

WHEREAS, the Board of Commissioners of Henry County have previously adopted regulations for the construction of driveway connections to public highways and roads; and,

WHEREAS, the Board of Commissioners has determined that those regulations governing access and standards for driveway connections and access points to public highways and county roads should be amended.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF Henry County that the Henry County Code is hereby amended and that Sections 152.20 through 152.26 are hereby repealed in their entirety and replaced with the following provisions:

ROAD ACCESS AND DRIVEWAY REGULATIONS

Section

1. Definitions
2. Application procedures
3. Permit forms and documents
4. Types of approach classes
5. Design criteria
6. Plans and information required for commercial major and minor driveway applications
7. Construction requirements
8. Pavement requirements
9. Traffic impact analysis
10. Access signalization
11. Access control
12. Performance bond
13. Failure to complete improvements
14. Variances
15. Inspection of public improvements
16. Temporary driveways

GENERAL REGULATIONS

1. DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESS. A location which allows vehicular and/or pedestrian traffic to cross the highway right-of-way line and is positioned at the connection of a driveway with the approach at the right-of-way line.

ACCESS, CONTROL OF. The condition where vehicular traffic movement from abutting property to the highway is fully or partially controlled.

APPLICANT. A person, partnership, company, corporation, association or agency making application for a permit to perform work on an approach or the road right-of-way.

APPLICATION. A formally prepared request for a permit which is presented by an applicant on a permit form to the County Highway Department seeking permission to perform work on a County highway right-of-way.

APPROACH. A way or place improved for vehicular or pedestrian traffic on the existing or apparent right-of-way that joins the pavement edge of the highway with a driveway or pedestrian walkway.

AUXILIARY LANE. A portion of the roadway adjoining the traveled way for parking, speed change, turning, storage for turning, weaving, truck climbing or for other purposes.

AVERAGE ANNUAL DAILY TRAFFIC (AADT). The total traffic volume passing a point or segment of a highway facility, in both directions, for one year, divided by the number of days in that year.

AVERAGE DAILY TRAFFIC (ADT). The total traffic volume during a given time period, in whole days, greater than one day and less than one year, and divided by the number of days in that time period.

BOND. Any form of security including a cash deposit, surety bond, collateral, property or instrument of credit in an amount and form satisfactory to the County Attorney.

COMMERCIAL APPROACH. An approach that joins the highway with a driveway to private property used for commercial purposes or to a public property.

COMPREHENSIVE PLAN. Inclusive physical, social and economic plans and policies in graphic and verbal statement forms for the development of the county and the constituent communities within its planning jurisdiction, prepared and adopted by the Plan Commissioners and the Board, pursuant to the State Acts and including any part of the plan and/or policies separately adopted and any amendment to the plan and/or policies or parts thereof.

CONFLICT. A traffic event that causes evasive action by a driver to avoid collision with another vehicle, usually designated by a traffic signal application or evasive lane change.

CONFLICT POINT or CONFLICT AREA. An area where intersecting traffic either merges, diverges or crosses.

CONSTRUCTION PLAN(S). The maps or drawings accompanying a permit application, showing the specific design elements and the location of existing topography and proposed construction features to be installed for a proposed improvement within a county right-of-way in accordance with the requirements of this chapter.

COUNTY. Henry County, Indiana, acting through its legislative body, the County Board of Commissioners.

COUNTY ATTORNEY. The licensed attorney designated by the county to furnish legal assistance for the administration of these regulations or other legal assistance as provided by statute or ordinance.

COUNTY HIGHWAY ENGINEER. The licensed engineer designated by the county to furnish engineering services in accordance with I.C. 8-17-5, including the administration of these regulations.

COUNTY GOVERNMENT. That governmental body of the county empowered to adopt planning and public policy ordinances: the County Commissioners.

COUNTY HIGHWAY DEPARTMENT. The County Highway Engineer, acting directly or through his or her duly authorized employees and agents.

CROSSOVER. A paved or graded crossing in the highway median which allows vehicles to cross or to turn across the highway.

CUL-DE-SAC. A road with only one outlet, having a paved, circular turnaround area at the closed end.

DESIGN HOUR VOLUME (DHV). The traffic volume for the design hour in the peak direction of flow, usually a forecast of the relevant peak hour volume, in vehicles per hour (VPH).

DEVELOPER. The owner of land proposed to be subdivided or his or her representative. Consent for making applications for development approval shall be required from the legal owner of the premises.

DRIVEWAY. A way or place not on the county right-of-way that is used for vehicles. Inasmuch as the shoulders of all highways will not be surfaced, driveways, for the purpose of this definition, are constructed to extend to the outside edge of the traveled way of any highway.

DRIVEWAY WIDTH. The narrowest width of driveway measured perpendicular to the centerline of driveway.

EASEMENT. An authorization grant by a property owner for the use of any designated part of his or her property for use by another for a clearly specified purpose(s).

EGRESS. The exit of vehicular traffic from abutting properties to the highway.

ESCROW. A deposit of cash with the Board, in lieu of an amount required and still in force on a performance or maintenance bond. Escrow funds shall be held by the County Auditor.

EXPIRATION DATE. The last calendar day that the valid permit is in effect and the date that the approach must be in compliance with all conditions of the permit.

FIELD APPROACH. An approach which joins the highway with a driveway to private property that is vacant, in an unimproved condition or a farm field.

FRONTAGE. An area of real estate that abuts a particular right of way. Each area of real estate that abuts a separate right of way shall be considered a separate **FRONTAGE**.

FRONTAGE ROAD. Any road which is generally parallel to a major road and is used to control access, access

property or maintain traffic circulation.

FRONTAGE WIDTH. The distance along the highway right-of-way line in front of and abutting a property.

GOVERNING BODY. The body of the relevant local government having the power to adopt ordinances.

GRADIENT or GRADE. The rate or percentage of change in slope, either ascending or descending, from or along the highway. It is to be measured along the centerline of the roadway or approach.

INGRESS. The entrance of vehicular traffic to the abutting properties from a highway.

INTERESTED PARTIES. Those parties who are the owners of properties adjoining or adjacent to the proposed improvement.

ISSUE DATE. A calendar day that the permit is granted to the applicant.

JOINT OWNERSHIP. Joint ownership among persons shall be construed as the same owner.

LEVEL OF SERVICE. A qualitative measure of the effect of a number of factors including speed and travel time, traffic interruptions, freedom to maneuver, safety, driving comfort and convenience and operating costs.

LIMITED ACCESS FACILITY. A highway especially designed for through traffic and over, from or to which owners or occupants of abutting land or other persons have no right or easement or only a limited right or easement of direct access, light, air or view by reason of fact that their property abuts the limited access facility or for any other reason.

MEDIAN. The portion of a divided highway separating the traveled way for traffic proceeding in opposite directions.

MONUMENT. A physical structure which marks the location of a section corner or other survey point.

NOTICE. A certified letter from the County Highway Department addressed to the owner(s) of the real estate stating that the approach(es) for a driveway(s) emanating from the real estate is unauthorized or not in compliance with the approved permit.

OFF-SITE. Any premises not located within the area of the property containing the proposed improvement, whether or not in the same ownership of the applicant.

OFFICIAL MAP. The map or maps established by the county pursuant to law showing the existing and proposed roads, highways, parks, drainage systems and setback lines theretofore laid out, adopted and established by law and any amendments thereto adopted by the county or additions thereto resulting from the adoption of subdivision plats by the Plan Commission and subsequent filings of the approved plats.

OWNER. Any person, group of persons, partnership, firm or firms, corporation or corporations or any other legal entity having legal title to or sufficient proprietary interest in the land seeking a permit under these regulations.

PERMIT. A legal document in which the Board gives written permission to an applicant.

PERMITTEE. The applicant following the issuance of a permit by the county.

PERSON. A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.

PLACE. An open, unoccupied, officially designated space, other than a road or alley, permanently reserved for use as the principal means of access to abutting property.

PLAN COMMISSION. The County Plan Commission as referred to herein and not the County Board of Commissioners or any other commission unless so specified.

PRIVATE APPROACH. An approach which joins the highway with a driveway to private property having a residence, barn, private garage or other improvements and is ordinarily used only by the owner or occupant of the premises, guests and necessary service vehicles.

PUBLIC AGENCY. An agency or governmental unit acting under the aegis of and representing an elected or appointed council, commission or other policy-making or advisory body of federal, state or local government to whom it is responsible.

PUBLIC IMPROVEMENT. Any drainage ditch, road, highway, parkway, sidewalk, pedestrian-way, tree, lawn, off-road parking area, lot improvement or other facility for which the local government may ultimately assume the responsibility for maintenance and operation or which may affect an improvement for which local government responsibility is established. All **PUBLIC IMPROVEMENTS** shall be properly bonded.

PURCHASED LIMITED ACCESS. Rights-of-way along any highway designated by a Public Agency to be a limited access facility and whose access rights have been acquired by the agency.

REGISTERED LAND SURVEYOR. A land surveyor properly licensed and registered to practice in the State of Indiana, or permitted to practice in Indiana through reciprocity.

REGISTERED PROFESSIONAL ENGINEER. An engineer properly licensed and registered in the State of Indiana or permitted to practice in Indiana through reciprocity.

RIGHT-OF-WAY. All land under the jurisdiction of and whose use is controlled by a Public Agency.

ROAD, ARTERIAL. A road intended to move through-traffic to and from major attractors such as central business districts, regional shopping centers, colleges and/or universities, military installations, major industrial areas and similar traffic generators within the county and/or as a route for traffic between communities; a major thoroughfare. They are typically federal and state roads of regional importance. They are high capacity highways moving traffic at fast rates of speed. They provide good continuity between distant points and are constructed to high standards. **ARTERIALS** usually provide two to four traffic lanes and should have a median wherever possible. Crossing traffic from other roads and access to abutting properties are often controlled or partially so.

ROAD, LOCAL. A road designated primarily to provide access to abutting properties, usually residential.

ROAD, MAJOR COLLECTOR. A road that has less regional importance than an arterial and more county or inter-county significance. They are medium capacity highways moving at relatively fast rates of speed. They can include both state roads and county roads. **MAJOR COLLECTOR ROADS** typically provide two traffic lanes and are planned to facilitate the collection of traffic from local roads and provide convenient ways for traffic to reach arterial roads.

ROAD, MINOR COLLECTOR. A road that is a moderate capacity thoroughfare designed to accommodate relatively low speed traffic. They should, however, provide for a smooth flow of traffic. Two traffic lanes, unseparated, but wider than local road lanes should be provided.

ROAD, RIGHT-OF-WAY WIDTH. The distance between property lines measured at right angles to the centerline of the road.

2. APPLICATION PROCEDURES

(A) Any person, partnership, company, corporation, association or agency intending to construct an access on the county's right-of-way shall make written application to and secure a permit from the County Highway Department. No access to a county right of way, including a driveway connecting to or within a right of way, shall be constructed without first obtaining a permit. The permit must be obtained before obtaining a building permit and an improvement location permit.

(B) A new driveway permit application shall be required when a relocation, alteration or remodeling of an access, approach and/or crossover, or any change in the character of the use of the access approach and/or crossover is proposed. The granting or denial of the application shall be governed by the same regulations and judged by the same standards as an application for a permit for a wholly new access, approach and/or crossover.

(C) Application to the County Highway Department shall be made on the form as prescribed by the County Highway Department. The form and accompanying documentation shall be submitted containing as many copies as may be prescribed by the County Highway Department. The application must completely and clearly describe and record the proposed work to be performed on the county's right-of-way by the applicant. The application shall contain plans, documents and other information on which to base a determination as to whether the application and proposed construction comply with this Chapter and any other applicable regulation. The application shall include immediately proposed and future work affecting all locations of access to the applicant's property and adjacent parcels in which an ownership or contract interest is held by the applicant.

(D) The County may remove or barricade access installations that are constructed without first obtaining a permit or that do not conform with the requirements of this Chapter.

3. PERMIT FORMS AND DOCUMENTS.

Applications for a permit may be obtained from the County Highway Department. An applicant must provide complete and accurate information on any permit application. The following rules apply with respect to the issuance of a permit and the handling of an application:

(A) A document that initially is considered the application for a driveway permit and becomes the permit upon approval of the proposed driveway approach work. It contains basic information on the first page of the form needed to locate and record the permit work, and lists standard general provisions on subsequent pages. The form should be

signed by the owner(s) of the fee simple title.

(B) An applicant shall provide a bond guaranteeing the satisfactory performance of the proposed work in an amount no less than the sum set forth below, provided however, the a bond in a greater amount may be required if the County Highway Department reasonably believes it is necessary to ensure the proper completion of the work to be performed in the right-of-way. The minimum bond shall be by approach class as set forth below. The Bond shall be notarized, issued by a company reasonably satisfactory to the County Highway Department and be in a form reasonably satisfactory to the County Highway Department.

(1) The application fees and performance bond minimums are as follows:

<i>Approach Class</i>	<i>Type of Approach</i>	<i>Application Fee</i>	<i>Minimum Amount for Performance Bond</i>
Class I	Private Approach	\$50	\$3,000
Class II	Private Approach	\$50	\$3,000
Class III	Commercial Approach	\$150	\$5,000
Class IV	Commercial Approach	\$150	\$5,000
Class V	Field Approach	\$50	\$0

(2) Applicants for other activities shall pay an application fee and post a permit/maintenance bond as follows:

<i>Other Activities</i>	<i>Application Fee</i>	<i>Minimum Amount for Permit Bond</i>
Utility work	\$75	\$10,000
Open cut within right-of-way (non-utility)	\$50	\$1,000
Boring or push under county road	\$50	\$1,000
Overweight or oversize vehicle	\$50	\$1,000
House moving	\$150	\$30,000

(C) Cash may be posted in lieu of a bond.

(D) An annual bond may be posted by a public utility in an amount determined by the County Highway Engineer or the County Surveyor to cover the estimated amount of work to be undertaken within the year.

(E) Any permits issued shall expire one year from the date of issuance, except for permits issued in connection with the construction or alteration of commercial drives.

(F) Prior to submitting any of the materials required by this chapter, the applicant or his or her representative may discuss with the County Highway Department the nature of the improvement being proposed. At that time, the applicant may be instructed concerning the classification of his or her permit and what regulatory procedures apply to it and must be followed under this chapter in order to secure approval.

(H) Driveway permits are classified as follows:

(1) A commercial major driveway permit is required for approaches that connect the county road to private property used for commercial purposes or to a public property, and attract sufficient traffic to warrant an auxiliary lane(s), as determined by the County Highway Engineer. The location for this type can be in either an urban or rural area. It can also be designated as either a Class III or IV driveway approach.

(2) A commercial minor driveway permit is required for approaches that connect the county road to private property used for commercial purposes, or to a public property, and do not attract sufficient traffic to warrant an auxiliary lane(s), as determined by the County Highway Engineer. The location for this type can be in either an urban or a rural area. It can also be designated as either a Class III or IV driveway approach.

(3) A commercial sub-minor driveway permit is required for approaches that connect the county road to private property used for commercial purposes, and do not attract more than 25 vehicles per day, as determined by the County Highway Engineer. The location of this type can be in either an urban or rural area. It can also be designated as either a Class I or II driveway approach.

(4) A private driveway permit is required for approaches that connect the highway to private property having a residence, barn, or private garage, in improved or unimproved condition, used by the owner or occupant of the premises, guests, and necessary service vehicles. The location for this type of driveway can be in either an urban or a rural area. It can also be designated as either a Class I, II, or V driveway approach.

(5) The type of approach is to be shown on the application form by the applicant and approved by the County Highway Engineer. The type of approach will be determined by the definitions provided in subsections (1) through (4) above and by information provided by the applicant from the following:

(a) The results of a traffic impact study; and

(b) Warrants for auxiliary lanes in accordance with the Indiana Department of Transportation (INDOT) Driveway Permit Manual, latest edition.

(I) Other activities within a county right-of-way which require a permit prior to the commencement of such activity include:

(1) Utility work, which shall include the following and are also subject to other provisions of the Henry County Code. All utility permits are issued by the County Surveyor's office:

(a) Utility pull-off drives, which are defined as drives which are installed only for access to a normally unmanned utility appurtenance, such as a vault, where occasional maintenance or observation is required. Any drive installed to serve a utility facility which is open to the public, or which has a full-time staff, shall be considered and permitted as a commercial driveway;

(b) Open cut, push or bore within a right-of-way;

(c) Placement of utility poles; and

(d) Attachment to a county bridge.

(2) A non-utility open cut within a right-of-way;

(3) Non-utility borings or pushes under county roads;

(4) Oversize/overweight vehicles; and

(5) Moving a structure subject to the restrictions below: :

(a) Mobile homes or manufactured housing that have been approved for moving by the state; or

(b) Agricultural buildings weighing less than 10,000 lbs

i. A person shall not move a building or structure that temporarily obstructs or crosses a county road or highway unless the person first files an application for permit and receives an approved permit from the County Highway Department. The application shall include a traffic control plan approved by the County Sheriff or his or her designated representative.

ii. Prior to the approval of any request to move a building or structure, the applicant must post with the County Highway Department a surety bond, irrevocable letter of credit or insurance policy payable to the County Board of Commissioners in the amount of no less than \$30,000 to indemnify and protect the county from any damage to the roads or highways arising out of the move, or any other liability.

iii. The Highway Department shall consider and approve the application unless the County Highway Engineer considers the bond insufficient to adequately indemnify the county for any damages that may arise from moving the building. The County Highway Engineer may then request that an additional surety bond be posted. Additional surety will be required if the move exceeds any bridge load rating. Approval may also be withheld if the route, traffic control or time of the move is found to be unacceptable by the County Highway Engineer or his or her designated representative.

iv. An applicant under this shall submit a non-refundable fee of \$150 with the applicant's permit and bond.

Check or money order shall be made payable to the “Henry County Treasurer” and deposited by the County Highway Department with the County Auditor into the Motor Vehicle Highway Fund. This fee may be waived at the discretion of the County Highway Engineer if the applicant is another governmental agency or a charitable organization which benefits the county.

v. The approved permit shall be visibly posted on the structure being moved while it is within the county road right-of-way.

vi. Any permit denied by the County Highway Department may be appealed by the applicant to the County Board of Commissioners.

vii. The regulations above are not applicable to the movement of the following structures:

- (a) Mobile homes or manufactured housing that have been approved for moving by the state; or
- (b) Agricultural buildings weighing less than 10,000 lbs

(J) Applicants for any of the above activities shall be required to complete the permit forms and documents and will be subject to plan review and approval by the County Highway Engineer in accordance with the standards set forth in this Chapter, other applicable provisions of the Henry County Code and any other applicable law or regulation.

4. TYPES OF APPROACH CLASSES.

(A) Approaches are designated as belonging to one of the following five classes.

<i>Approach Class</i>	<i>Type of Approach</i>	<i>Features</i>
Class I	Private approach	Raised curb
Class II	Private approach	Shoulder only, no raised curb
Class III	Commercial approach	Raised curb
Class IV	Commercial approach	Shoulder only, no raised curb
Class V	Field approach	Compacted aggregate surface

(B) The location for a Class I approach is typically in an urban area. The approach characteristics are constructed so that it is located on a roadway bordered by curbs, and serves a private residence and improved property. A hard pavement surface, curbs, enclosed drainage such as storm sewers, and sidewalks are common elements in the construction of this approach.

(C) The location for a Class II approach is typically in a rural area. The approach characteristics are constructed so that it is attached to the edge of the county road pavement or improved hard surface shoulder and serves private residences and improved property. A pipe continuing drainage along the county road ditch line is a required element in the construction of this approach, unless a variance is approved by the County Highway Engineer.

(D) The location for a Class III approach is typically in an urban area. The approach characteristics are constructed so that it is located on a roadway bordered by curbs and serves a commercial establishment. A hard pavement surface, curbs, enclosed drainage such as storm sewers, auxiliary lanes, tapers, and sidewalks are common elements in the construction of this approach.

(E) The location for a Class IV approach is typically in a rural area. The approach characteristics are constructed so that it is attached to the county road edge of pavement and serves a commercial establishment. A hard pavement surface, auxiliary lanes, and tapers are common elements in the construction of these approaches. A pipe continuing drainage along the county road ditch line is a required element in the construction of these approaches, unless a variance is approved by the County Highway Engineer.

(1) Approach edges for a Class IV commercial minor driveway approaches shall be connected to either tapers of a short auxiliary lane or to the county road traveled way pavement with returns of adequate radii.

(2) Tapers which improve the ingress and egress turning movement characteristics of the approach and which connect the radii returns to the county road traveled way pavements are required when either of the following criteria are present as determined by the County Highway Engineer:

- (a) The highway ADT is greater than 3,000 vehicles per day; or
- (b) The approach ADT is greater than 40 vehicles per day.

(3) Tapers will not be required for a commercial drive that will not exceed the frequency of vehicle travel described in subsections (a) and (b) above and approach edges may be connected to the highway traveled way with returns of radii only.

(F) The location for a Class V approach is either in an urban or rural area, serves a vacant lot, field, or unimproved property, is utilized by vehicles on an occasional basis and is not intended to be a permanent access way. A graded, compacted aggregate surface and a pipe continuing drainage along the highway ditch line are required elements in the construction of this approach, unless a variance is approved. .

5. DESIGN CRITERIA.

(A) All driveways shall be designed and constructed in accordance with the following publications and regulations:

- (1) Indiana Department of Transportation (INDOT) Driveway Permit Manual, latest edition;
- (2) The INDOT Design Manual; and

(3) The minimum standards for auxiliary lanes shall be in accordance with Exhibit A of this Chapter and shall be the minimum acceptable values. The County Highway Engineer may require the use of higher criteria when significant traffic volumes, a large percentage of truck traffic, or other factors, as reasonably determined by the County Highway Engineer, are present or may exist with respect to a driveway.

(B) The applicant shall provide drainage information, including development site plans and drainage calculations showing existing and proposed drainage patterns, including existing contours, to the County Highway Department demonstrating that there are no adverse effects to drainage patterns in the vicinity caused by the development and construction, subject to the following:

(1) If a drainage permit has been issued by the County for the proposed development, then the information in this paragraph 5 (B) will not be required with the application. In addition, persons seeking a permit to construct a Class V drive are not required to provide the information required by this paragraph 5 (B).

(2) Any diversion of water flow to the right-of-way shall be fully identified and explained. There shall not be any increase to flows unless the development drains to an adjacent stream of adequate capacity to convey the augmented and future development drainage.

(3) If downstream drainage capacity is inadequate, the applicant shall provide flow detention on the developed property. No detention shall be permitted on a county right-of-way. Detention structures and means of discharge shall be adequately presented and explained on plans and in calculations provided to the County Highway Department. Orifice plates shall not be utilized as a control structure.

(4) The 100-year developed property run-off rate shall not exceed the ten-year undeveloped property run-off rate. Thus, the entire Q_{100} run-off shall be detained on the property and released at the ten-year undeveloped property run-off rate, subject to any other applicable law or regulation that imposes a more restrictive run off rate. The rational method for detention design may be used for developments that are two acres or less in total size. Detention analysis for developments larger than two acres shall be performed using a method that generates hydrographs for both the inflow and the outflow.

(5) The minimum size opening for all drainage structures crossing under two-lane county routes shall be 12 inches in diameter for round pipes or 1.1 square feet for deformed pipes. The minimum pipe sizes under driveway approaches shall be 12 inches in diameter for round pipes or 1.1 square feet for deformed pipes. All pipes with diameters from 12 inches to 36 inches, located in platted subdivisions, shall have pipe end sections appropriate for the type of pipe used.

(6) The County Highway Department uses the following design frequencies for any type of drainage structures on a highway:

- (a) For arterial routes, a 50-year storm event design;
- (b) For collector routes, a 50-year storm event design;
- (c) For local routes, a 50-year storm event design;
- (d) For driveways, a ten-year storm event design; and
- (e) For side ditches, a ten-year storm event design.

(7) The Stormwater Drainage Manual published by the Highway Extension and Research Project for Indiana Cities and Counties (HERPICC), now Indiana Local Technical Assistance Program, or LTAP, provides considerable information about the design of drainage structures and the information in such publication should be consulted and followed as necessary.

(8) Adjustments to existing highway storm sewer structures may be necessary, such as relocation of an inlet displaced by the driveway approach. The relocated structure shall be compatible with those servicing the segment of county road.

(9) Minimum pipe structure materials shall be either corrugated steel or reinforced concrete, Class III. Alternate materials may be used if approved by the County Highway Engineer.

(10) All pipes installed shall be no less than twelve (12) inches in diameter. End sections shall be required on culvert pipes in platted subdivisions.

(11) The table below is a guide. The applicant shall abide by the manufacturer's specifications for minimum and maximum cover in determining the proper gauge.

<i>Minimum Gauges For Steel Pipes</i>	
<i>Pipe Thickness (Gauge)</i>	<i>For Pipe Diameters</i>
0.064 inches (16 gauge)	12 inches through 21 inches
0.079 inches (14 gauge)	24 inches through 36 inches
0.109 inches (12 gauge)	42 inches through 60 inches
0.168 inches (8 gauge)	66 inches through 96 inches

(12) Pipes shall not be smaller than structures upstream from the pipe's location.

6. PLANS AND INFORMATION REQUIRED FOR COMMERCIAL MAJOR AND MINOR DRIVEWAY APPLICATIONS.

(A) The permit application should be accompanied by two sets of construction plans, no larger than 24 feet by 36 inches in size, prepared by a registered professional engineer, and/or a registered land surveyor showing the following information in detail:

(1) Driveways and approaches including dimensions for width, length, angle of intersection, radii, and any other measurements necessary to show the geometrics of the approaches, drawn to a scale of 1 inch equaling 20 or 30 feet;

(2) A rate of slope or grade of pavement for approaches and driveways, and typical cross- sections;

(3) The type of approach and driveway pavement material (aggregate, concrete or bituminous pavement including depth of lifts);

(4) The existing drainage patterns, including existing contours and structures, including the size and kind;

(5) New drainage patterns, including existing contours, showing the effect on downstream County Highway Department facilities and private property, and structures, including the size, kind, invert pipe elevations, and inlet elevations;

(6) A separate pavement marking plan showing all existing and proposed pavement markings with details of type, material, color and the like;

(7) The width dimensions of the highway right-of-way;

(8) The width and type of highway pavement;

(9) Highway right-of-way and property lines;

(10) The development site plan showing parking, interior drives, buildings, and other improvements, including distance from the right-of-way line to proposed site improvements such as gasoline pumps, as applicable;

(11) All utility lines, including but not limited to water, storm and sanitary sewer, gas, electric power, telephone and CATV cables. This shall include any easements. Conflicts with utility lines shall be resolved by the applicant and appropriate corrective measures shown on the construction plans;

(12) The distance to and the design of all drives, intersecting roads, streets, railways, or crossovers within 500 feet in each direction on both sides of the county road from the applicant's property lines drawn to a scale of 1 inch equaling 50 feet;

(13) The posted speed limit on the road and all traffic control equipment serving the county road, including but not limited to traffic signal devices, lighting, pavement markings, guardrail, and sign structures;

(14) The proposed treatment of the right-of-way area adjacent to and between approaches;

(15) Appropriate symbols such as the north arrow, direction of lane travel and direction of drainage flow, and a legend defining abbreviations and graphic representations of existing and new conditions, objects, materials and the like;

(16) A legal description of the property to be served by the permit, together with a legal description of the adjoining land owned or controlled by the applicant; and

(17) Traffic control needed during work activity displaying necessary signs, barricades, detour signs, and warning devices shall be provided whenever work is to interfere with normal traffic. Traffic control must be accomplished in accordance with the construction and maintenance section of the Indiana Manual on Uniform Traffic Control Devices, latest edition. The applicant is solely responsible for the design, installation, and maintenance of all traffic control devices..

(B) Failure to provide complete and accurate information may result in the denial of a permit.

7. CONSTRUCTION REQUIREMENTS.

(A) In addition to the requirements established herein, all permit applications shall comply with the following laws, rules, and regulations, if applicable:

(1) All state and local statutory provisions;

(2) The county zoning regulations, building and housing regulations, and all other applicable local laws and ordinances;

(3) The Comprehensive Plan, official map or Thoroughfare Plan, Public Utilities Plan, and Capital Improvements Program of the county including all roads, drainage systems, and parks shown on the official map or Comprehensive Plan, as adopted;

(4) The special requirements of these regulations and any rules of the County Highway Department and appropriate state agencies;

(5) The Standard Specifications and Standard Drawings of the Indiana Department of Transportation, latest edition, as supplemented;

(6) The highway and drainage standards and regulations adopted by the Board of Commissioners and all boards, commissions, agencies, and officials of the county; and

(7) All pertinent standards contained within valid planning guides published by the Plan Commission from time to time.

(B) A permit will not be issued unless an application demonstrates compliance with the provisions of this Chapter.

8. PAVEMENT REQUIREMENTS.

(A) All commercial driveways shall be hard surface, of either bituminous or concrete, from the edge of the mainline pavement to the county right-of-way line. Residential driveways shall be a paved, hard surface, or compacted aggregate from the edge of the mainline pavement to the county right-of-way line. Field entrances shall be compacted aggregate.

(B) Parking areas and frontage roads shall be designed to alleviate possible tracking of gravel or debris onto the mainline pavement.

(C) The cross slope or crown of driveways and turn lanes shall be 2% for bituminous pavement or concrete pavement. A compacted aggregate shoulder is required adjacent to all commercial driveways and added lanes. The

shoulder shall be constructed a minimum of two feet in width and six inches in thickness. The slope of the shoulder shall be 6%.

(D) If the existing shoulder is bituminous, then the new shoulder shall also be bituminous. The new shoulder shall match the existing width with a slope of 4%.

(E) When a turning lane is required, added lane(s) shall be constructed out of the same material used for the mainline pavement, resulting in a homogenous pavement surface. The abutting edge of the existing mainline pavement shall have as smooth as possible interface with the new pavement, such as a saw cut.

(F) All materials and their placement should be in accordance with current INDOT specifications. Liquid asphalt shall be of the performance graded (PG) type. The required liquid asphalt shall be as shown below unless otherwise approved in writing by the County Highway Engineer.

(G) Flexible pavement construction shall be constructed in accordance with the requirements of Section 402 of the Standard Specifications, with the exceptions as noted below. Materials shall comply with the requirements of Sections 902.01(a) and 904 of the INDOT Standard Specifications.

(1) Mixture type shall be selected using the following table:

<i>Section 402 Mixture Type</i>	<i>Road Classification per the Thoroughfare Plan*</i>
A	Minor Collector, Local
B	Minor Arterial, Major Collector
C	Major Arterial

* All Multiple-axle truck traffic pavements shall use asphalt mixture Type C.

(2) Compaction shall be in accordance with 402.15 for all mixture types.

(3) Acceptance will be based on Section 402.09.

(4) All sampling and testing shall be performed by a consultant/engineer approved by the Henry County Highway and fees paid by the contractor.

(H) All pavement shall be placed on subgrade that has been compacted in accordance with the INDOT Standard Specifications and all commercial and industrial driveways shall be prepared in accordance with Section 215, Chemical Modification of Subgrade Soils, of the INDOT Standard Specifications.

<i>Minimum Pavement Sections for Residential Driveways</i>	
<i>Desired</i>	<i>Minimum Requirement</i>
165 lbs/SY HMA surface (9.5 mm) on 275 lbs/SY HMA intermediate (19 mm) on 3-inches compacted #53 stone aggregate	6-inches compacted aggregate
or	
6-inches reinforced concrete on 3-inches compacted #53 stone aggregate	

<i>Minimum Pavement Sections for Commercial Driveways</i>	
<i>Local and Collector Roads*</i>	<i>Arterial Roads</i>

165 lbs/SY HMA surface (9.5 mm) on 330 lbs/SY HMA intermediate (19 mm) on 385 lbs/SY HMA base (25 mm) on 6-inches compacted #53 stone aggregate	165 lbs/SY HMA surface (9.5 mm) on 330 lbs/SY HMA intermediate (19 mm) on 990 lbs/SY (3 lifts) HMA base On 6-inches compacted #53 stone aggregate
or	or
8-inches reinforced concrete on 6-inches compacted aggregate	9-inches reinforced concrete on 6-inches compacted aggregate

* Local and Collector Road section shall use arterial road section when multiple axle truck traffic is involved.

(I) In effectuating any paving::

(1) All non-paved, disturbed areas within the county right-of-way that shall be sown with a Class R seed mixture in accordance with 621.06(a) of INDOT Standard Specifications;

(2) No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste material of any kind shall be buried within a county right-of-way; and

(3) Erosion control measures shall be utilized.

9. TRAFFIC IMPACT ANALYSIS.

(A) A traffic impact analysis (TIA) is a specialized study of the impact that a given type and size of new land use has on the nearby transportation system.

(B) Developments having land use intensity greater than the threshold values given in the table below will be required to prepare a traffic impact analysis as part of the permit application.

<i>Threshold Values for Traffic Impact Analysis</i>	
<i>Land Use Type</i>	<i>Threshold Values</i>

Residential	80 dwelling units
Retail	10,000 square feet
Office	25,000 square feet or 2 acres
Industrial	50,000 square feet or 3 acres
Educational	30,000 square feet or 250 students
Lodging	120 occupied rooms

Medical	30,000 square feet
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(C) For developments that cannot be grouped under the categories mentioned in the above table, the requirement for providing a traffic impact study will be determined by the County Highway Engineer on the basis of his or her engineering judgment. In addition, the County Highway Engineer reserves the right to request that a traffic impact analysis be performed if, in his or her opinion, the proposed development may create safety, operational, or other traffic related problems.

(D) The study shall be prepared by a registered professional engineer or engineering firm that has submitted a statement of qualifications to the County Highway Engineer stating its qualifications and past experience on performing traffic impact studies.

(E) The traffic impact analysis shall be prepared in accordance with the INDOT Applicant's Guide to Traffic Impact Studies, latest edition.

10. ACCESS SIGNALIZATION.

(A) Access points for high volume traffic generators such as shopping centers, industrial plants, industrial parks, residential projects and similar developments may require a traffic signal if, in the determination of the County Highway Department, a traffic signal is reasonably necessary to ensure the safety of the public. If the County Highway Department determines that a traffic signal is reasonably necessary, the applicant shall execute an agreement, in a form reasonably satisfactory to the County, that sets forth the design criteria for the traffic signal and requires the applicant to pay for the cost of the signal, its installation, maintenance and utility charges incurred in its operation.

(B) When the County Highway Department determines that there may be a future need for a traffic signal, the applicant will be required to sign a future traffic signal covenant, in a form satisfactory to the County, binding the applicant and any subsequent property owner to install a traffic signal at some future date or upon the occurrence of an event specified in the covenant.

(C) Any installation of a traffic signal will be the responsibility of the applicant or subsequent property owner(s).

(D) No permit may be issued if the applicant fails to execute a covenant or agreement required by section 10 (A) or (B) above. **11. ACCESS CONTROL.**

(A) Limiting access to a public road right-of-way is a desirable design feature to eliminate potential vehicular conflict by controlling and defining driveway openings. (B) In order to ensure safety and eliminate potential vehicular conflict, if the County Highway Department reasonably determines that potential multiple access points to the same frontage presents a safety hazard, an applicant for a driveway permit may be required to sign a covenant limiting or restricting future construction of access points on the frontage owned by the applicant. The covenant shall be recorded and shall run with the land.

(C) Commercial developments located on the corner of a county arterial road and a county collector road shall be restricted to access on the collector only. Access shall be limited to a single drive per property unless frontage exceeds 400 feet. In addition, no access point shall be within 200 feet of any intersection. More than one driveway per frontage may be permitted in order to facilitate operations on a property. In making this determination, the County Engineer shall consider current and future site conditions, current and future traffic patterns and other factors that may impact the safety of the public. The County Engineer shall utilize his or her engineering judgment in determining whether more than one driveway will be permitted on any parcel's frontage. A property that has more than one frontage on a county road is permitted one driveway per frontage.

(D) Location and spacing of driveways and sight distance requirements shall be as required by the INDOT Driveway Permit Manual, as amended.

(E) Driveways within platted subdivisions shall also be as approved in conformance with and subject to the provisions of the subdivision control regulations of the Henry County Code.

(F) Driveways into subdivisions shall be considered commercial drives.

(G) Where there are several adjacent roadside businesses or other public or commercial establishments has the County Highway Engineer may require the construction of a frontage road for several driveways in order to reduce the number of connections made to the right of way. The County Highway Engineer shall make his or her decision as to whether a frontage road will be required based on the data contained in the traffic impact study prepared by the developer and sound engineering practice. Frontage roads that run parallel the county road shall be allowed access points at intervals of 500 feet or more. Frontage roads shall be set back from the county road in a manner to allow adequate storage for entering and exiting traffic.

12. PERFORMANCE BOND.

(A) A performance bond shall be required with each application for a driveway permit equal to the estimated cost of that part of the project on the County Highway Department's right-of-way. The County Highway Engineer must approve the amount, provided that the minimum amount of bond shall be as set forth in Section 3.

(B) A bond in an appropriate amount shall also be required on non-commercial drives.

(C) The following applicants shall not be required to post a performance bond:

(1) Any "unit" as defined by Indiana Code § 36-1-2-23, any agency of the government of the state of Indiana or agency of the government of the United States ;

(2) Private and public institutions providing elementary, secondary and post secondary education;

(3) Any applicant whose approved permit will result in work solely for the purpose of closing existing driveway approaches to the county highway system from the property.

(E) Any applicant who claims an exemption should indicate so on the permit application form.

13. FAILURE TO COMPLETE IMPROVEMENTS.

, If the improvements are not completed during the period of time in which a permit remains valid, in addition to any other remedy in the Henry County Code, at law or in equity, including exercise of any rights under any performance bond or surety the County may institute a suit to compel the applicant to remove any work and restore the right of way to its original condition. The applicant shall be liable for all costs and expenses incurred by the County in such action and in restoring the right of way to its original condition.

14. VARIANCES.

(A) Where the County finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve variances to these regulations so that substantial justice may be done and the public interest secured, provided that the variances shall not have the effect of nullifying the intent and purpose of these regulations, and further provided that the county shall not approve variances unless it shall make findings based upon the evidence presented to it in each specific case that:

(1) The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other nearby property;

(2) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property;

(3) Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out;

(4) The variance will not in any manner contravene the provisions of the Comprehensive Plan, Thoroughfare Plan, or county drainage regulations as interpreted by the Board of Commissioners; and

(5) The application for variance must be accompanied by a nonrefundable fee of \$100, or as amended in the most recent schedule of fees.

(B) In approving variances, the County may impose conditions which will, in its judgment, secure substantially the objectives of the standards or requirements of these regulations.

(C) A petition for any variance shall be submitted in writing by the applicant at the time when the application for a driveway permit is filed. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner.

(D) Approval of variances will be given by the County Commissioners, with benefit of a recommendation from the County Highway Engineer.

(E) Variances to regulations applicable to the use of piping in a driveway construction or reconstruction may be granted by the County Highway Engineer.

15. INSPECTION OF PUBLIC IMPROVEMENTS.

(A) All work done under permits issued under this chapter is subject to inspection and approval by the County. No construction activity shall commence prior to the issuance of a permit. The inspection will not include construction engineering or construction stake-out, which will be the sole responsibility of the permittee. The permittee or his, her or

its contractor shall notify the County Highway Department at least 24 hours prior to the commencement of any construction phase or activity.

(B) (1) Inspections shall evaluate, but not be limited to, the following:

- (a) Drainage;
- (b) Road subgrade;
- (c) Curbs;
- (d) Stone;
- (e) Asphalt; and
- (f) Final inspection.

(C) The County Highway Department shall issue directive stop-work orders when necessary to ensure compliance with the approved plans and specifications for the permit and the requirements of this section.

(D) Persons working on or having control of the construction of the improvements shall cooperate fully with the County Highway Department and shall have available on site a copy of the approved plans and specifications.

(E) All permit construction involving the widening of a county road shall be completed within 45 calendar days from the first day of excavation along the county road.

(F) If a permit requires the relocation of utilities, the utilities shall so relocate, with the cost thereof to be paid by the permittee.

16. TEMPORARY DRIVEWAYS.

(A) Temporary driveways will be allowed when any applicable requirements and regulation governing drainage and sight distance are met applicable to permanent driveways are established.

(B) The temporary driveway permit shall be limited to a maximum of 180 calendar days.

(C) The temporary driveway approach shall be constructed to support the type of vehicle/truck/equipment traffic expected. The minimum stone depth shall be six inches.

(D) A bond will be required with an amount equal to the cost of maintenance and repair of the existing infrastructure and the removal of the temporary driveway approach. The bond amount shall not be less than \$1,000 and will be set in the reasonable discretion of the County Highway Department.

(E) The applicant seeking a permit for a temporary driveway shall pay the fee specified above for an application to construct a permanent driveway. EFFECTIVE DATE: This Ordinance shall be effective upon passage and at the earliest date permitted by law.

SEVERABILITY: Any provision contained in this ordinance, which is found by a court of competent jurisdiction to be unlawful or by operation of law, including subsequent legislative enactment, is rendered inapplicable, shall be omitted and the rest and remainder of this ordinance shall remain in full force and effect.

REPEALER: All ordinances that are in conflict with the terms of this Ordinance are hereby repealed as of the effective date of this Ordinance.

ADOPTED by the Board of Commissioners of Henry County, Indiana this ____ day of _____, 2016, by a vote of _____ to _____.

Ordinance No. 2016-12- (10-12) 2016

**AN ORDINANCE ESTABLISHING REGULATIONS FOR THE INSTALLATION
OF UTILITIES IN ON OR OVER A COUNTY RIGHT-OF-WAY**

WHEREAS, Henry County has the authority to enact regulations to promote the public health, safety and welfare; and,

WHEREAS, Henry County has determined that specific guidelines and regulations should be adopted regarding the installation of utilities in, under or over county roads and right-of-way.

NOW THEREFORE, BE IT ORDAINED that the Henry County Code is hereby amended to include new Sections 154.108 through 154.114, which are hereby adopted and made a part of the Henry County Code.

Section 154.108. For purposes of this section, the following terms are hereby defined:

a. utility. shall mean any privately, municipally, publically, or cooperatively owned systems or facility for supplying communications, power, light, heat, electricity, gas, water, pipeline, sewer, sewage disposal, drain, or other like service, directly or indirectly to the public.

b. right-of-way: shall mean any county highway, roadway, street, or other land owned by Henry County, appropriated for Henry County, or within an easement for use in favor of Henry County as a public street, highway, walkway, thoroughfare, drainage or other public utility purposes.

c. person: shall mean any natural person, corporation, limited liability company, partnership or other organization.

Section 154.109. No person shall install or relocate any utility in, under or over any right-of-way unless such person has obtained a Utility Installation Permit issued pursuant to Section 154.110.

Section 154.110. A Utility Installation Permit may be issued by the Board of Commissioners of Henry County, or its designee. The Permit shall allow a person to install utility in the area and during the timeframe specified in the Permit.

Section 154.111. In order to obtain a Utility Installation Permit, a person must submit an application in the form prescribed by the Board of Commissioners of Henry County. The application for the Permit shall include the following:

a. Detailed plans and specifications showing the proposed location of the utility to be installed;

b. A depiction of the portions of roadways or other areas of right-of-way that will be disturbed, bored into, moved or otherwise altered during the installation;

c. A plan detailing the precautions that will be taken, including traffic control, to ensure public safety during installation;

d. A bond or other security in a sum sufficient to ensure that damage caused by the installation of a utility will be properly and timely repaired;

e. A description of the backfill and surface repair material that will be used following the installation of the utility; and,

f. One or more agreements in a form satisfactory to the Board of Commissioners of Henry County under which the applicant is bound to indemnify, defend and hold the County harmless from any damage to property or bodily injury caused in connection with the installation of a utility.

Section 154.112. The Board of Commissioners of Henry County, or its designee, shall issue a Permit authorizing the installation of a utility if the Board of Commissioners or its designee determines:

a. The location of a utility does not unreasonably interfere with the use or function of the right-of-way for travel, drainage or other public purpose;

b. Any placement of a utility under a traveled portion of the right-of-way will be located at a depth of not less than thirty-six (36) inches;

c. The bond or security is in a form and in an amount that is reasonably necessary to ensure that the right-of-way, following the commencement of installation, shall be repaired to a state that is reasonably satisfactory, functional and safe for its intended use;

d. The applicant has developed a plan for traffic control that will reasonably ensure the safety of the public during installation;

e. The applicant has executed all necessary agreements to indemnify Henry County from and against any claims for damage arising from the installation of a utility;

f. The installation of a utility as described in the application will not violate any other applicable provision of the Henry County Code or any applicable state or federal law.

Section 154.113. A person may post a blanket bond, insuring the repair of damage in connection with or resulting from all utility installation work performed by such person during a one-year period, in lieu of providing a bond in connection with each utility application as described in Section 154.111(d) above. The blanket bond must be in a form and an amount reasonably satisfactory to the Board of Commissioners of Henry County, or its designee, to satisfy any damage caused in the installation of a utility in the county right-of-way by the applicant for all of the applicant's proposed installations during the effective dates of the bond.

Section 154. 114. The Board of Commissioners of Henry County, or its designee, may issue a stop work order or other directive instructing a person to cease work in connection with the installation of a utility if such person is:

a. Disturbing the right-of-way or taking any step to install a utility without first obtaining a Utility Installation Permit;

b. Installing a utility in a location or in a manner not specified in a Utility Installation Permit; or,

c. Installing a utility in a manner that materially deviates from the application for a Utility Installation Permit.

EFFECTIVE DATE: This Ordinance shall be effective upon passage and at the earliest date permitted by law.

SEVERABILITY: Any provision contained in this ordinance, which is found by a court of competent jurisdiction to be unlawful or by operation of law, including subsequent legislative enactment, is rendered inapplicable, shall be omitted and the rest and remainder of this ordinance shall remain in full force and effect.

REPEALER: All ordinances that are in conflict with the terms of this Ordinance are hereby repealed as of the effective date of this Ordinance.

ADOPTED by the Board of Commissioners of Henry County, Indiana this ____ day of _____, 2016, by a vote of _____ to _____.

A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the bonds for Lisa Parmley, Blue River Valley Elementary Secretary/Treasurer and Heather Harmon, Blue River Valley School Corporation Extra Curricular Treasurer. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the grant application to the Indiana Criminal Justice Institute for A.R.I.E.S. in the amount of \$55,414.65. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the request from H.J. Umbaugh to provide Henry County Financial Advisory Services to comply with the SEC Rule 15c2-12: Continuing Disclosure. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the 2016 EMPG Competitive grant application for Emergency Management in the amount of \$9200. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to revise the current travel policy to include the State Board of Accounts terminology concerning per diem pay to employees, retroactive to January 27, 2016, when the personnel policy was officially adopted. Mr. Cronk stated with the new terminology employees attending a state called meeting or if staying overnight for a meeting or seminar would be given a \$30 per day per diem to be given upon return not before the meeting. No receipts would be needed. Motion carried 3-0.

Mr. Cronk informed the public the SWAT team would be holding a cook out on October 21st on the Courthouse lawn from 11 A.M. to 3 P.M..

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

Ed Yanos, President

Kim L. Cronk, Vice President

Butch Baker

ATTESTED BY: _____

Patricia A. French, Henry County Auditor