

BE IT REMEMBERED THE BOARD OF COUNTY COMMISSIONERS met in the Henry County Courthouse Circuit Courtroom, on Wednesday, September 13, 2017, at 6:00 P.M., with the following members present: Butch Baker, Kim Cronk, Ed Yanos, 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. Cronk and seconded by Mr. Yanos to approve the August 23rd minutes as presented. Motion carried 3-0.

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

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

A motion was made by Mr. Cronk and seconded by Mr. Yanos to accept the reports as presented: Henry County Attorney's Report for August, Henry County Clerk's Report for August, Intech Service Report for August, Letter on County Jail Operations from Retired Sheriff Kenneth Wipker, OCRA signed and completed closeout form 2 & 3 for Grant PL-15-025. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the bond for Terry Matney, Prairie Township Trustee. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the 2018 claim schedule. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the 2018 payroll schedule. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the 2018 holiday schedule. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve to pay INDOT the County's 20% share for Bridge 3, when the invoice is received, with authority to pay no more than \$200,000.00. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to pay Monroe, LLC \$56,000.00 for Wilbur Wright Phase II. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to allow the Assessor, Jodie Brown to proceed with setting a date and advertising bids for the cyclical reassessment contract. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the grant for EMA for 2016 EMPG De-Obligated funds in the amount of \$9,999.90. Motion carried 3-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the Operation Pull over grant in the amount of \$5775.00. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve DUI Task Force grant in the amount of \$8250.00. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to accept proposals for section corners within Henry County for Professional Surveying Services from USI Consultants & SJCA Engineers not to exceed \$15,000.00. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the agreement between Owner of Blountsville/Stoney Creek Township Volunteer Fire Department and Administrator of Mendenhall & Associates. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve IDEM revised proposed agreed order on White Estates Subdivision. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the Interlocal Cooperation Agreement by and between Henry County, Indiana and Prairie Township of Henry County, Indiana regarding the purchase of a fire rescue vehicle in the amount of \$37,440.00. Motion carried 3-0.

INTERLOCAL COOPERATION AGREEMENT

BY AND BETWEEN

HENRY COUNTY, INDIANA AND

PRAIRIE TOWNSHIP OF HENRY COUNTY, INDIANA

This Interlocal Cooperation Agreement is entered into by and between Henry County, Indiana ("Henry County") and Prairie Township of Henry County, Indiana ("Prairie Township") this ____ day of _____, 2017.

WHEREAS, Prairie Township operates a volunteer fire department that provides fire protection service and emergency medical assistance to residence of Prairie Township and other areas of Henry County; and,

WHEREAS, Prairie Township has the need to acquire a new emergency rescue vehicle and related equipment ("Vehicle"); and,

WHEREAS, the Henry County Council has appropriated funds from the Local Income Tax-Public Safety Fund to contribute to the cost of the Vehicle; and,

WHEREAS, Henry County believes that Prairie Township's acquisition of the Vehicle will be beneficial to the citizens of Henry County; and,

WHEREAS, Henry County and Prairie Township wish to memorialize the terms and conditions surrounding Henry County's contribution of funds to the acquisition of the Vehicle.

NOW THEREFORE, IT IS AGREED:

1. Contribution. Henry County shall pay to Prairie Township the sum of \$37, 440.00. Henry County's payment shall be made in the normal course of its operations after this Agreement is fully executed by all parties and a claim has been approved by the Board of Commissioners authorizing the payment. Prairie Township shall act as the "purchasing agent" in the acquisition of the Vehicle.

2. Application of Payment. Prairie Township shall apply all funds received from Henry County to the purchase of the Vehicle and related equipment. Prairie Township shall provide documentation of its payment to Henry County upon request and shall cooperate with Henry County in the connection with any review or audit of Henry County's payment pursuant to this Agreement.

3. Representations and Warranties of Prairie Township. Prairie Township represents and warrants to Henry County as follows:

(a) Prairie Township has complied with all applicable public purchasing laws in connection with its acquisition of the Vehicle and related equipment; and,

(b) Prairie Township has obtained all necessary approvals in order to enter into this Agreement and to acquire the Vehicle.

4. Use of Vehicle. The Vehicle and related equipment shall be utilized solely for the provision of emergency services and fire protection within Henry County and other areas when deemed reasonably necessary.

Without the prior written approval of the Henry County Council and the Henry County Board of Commissioners, Prairie Township shall not transfer, encumber, sell, or otherwise dispose of the Vehicle for a period of five (5) years following the date the Vehicle is received by Prairie Township. In the event that Prairie Township fails to

comply with the provisions of this paragraph, it shall repay to Henry County all funds received pursuant to this Agreement.

5. Date of Acquisition of Vehicle. Prairie Township shall acquire the Vehicle no later than one hundred twenty (120) days after this Agreement is fully executed by all parties. In the event that Prairie Township does not acquire the Vehicle within one hundred twenty (120) days following the complete execution of this Agreement, Prairie Township shall repay all sums received from Henry County pursuant to this Agreement.

6. Insurance. Prairie Township shall, at its sole cost, maintain casualty insurance insuring the Vehicle against loss or damage by weather, fire, collision and all risks covered by standard extended insurance coverage. All proceeds received from any insurer as a result of casualty or other loss or damage to the Vehicle shall be utilized solely to repair or replace the Vehicle.

7. Maintenance. Prairie Township shall maintain the Vehicle in reasonably good condition, subject to normal wear and tear. Prairie Township shall comply with all recommendations by the Vehicle's manufacturer for servicing and maintaining the Vehicle.

8. No Assignment. Neither party may assign or transfer their respective rights or obligations under this Agreement without the prior written permission of the other party. Any purported assignment without the other party's prior written consent shall be void.

9. Remedies. Upon an event of default, each party shall have all remedies provided at law or in equity.

10. Entire Agreement. The terms set forth in this document supersede all prior agreement by and between Henry County and Prairie Township related to the acquisition of the Vehicle. There are no other agreements or understandings, written or oral, by and between Henry County and Prairie Township regarding the acquisition and use of the Vehicle. This agreement may not be altered, modified, terminated or discharged except as evidenced by a writing approved by Henry County in a public meeting and signed by duly authorized representatives of Henry County and Prairie Township. Any purported modifications that are not approved by Henry County at a public meeting and evidenced by a written instrument executed by Henry County and Prairie Township shall be void.

11. Successors and Assigns. This agreement shall be binding upon each of the parties' successors and assigns.

12. Severability. In the event that any provision of this agreement shall be held to be invalid, illegal, or unenforceable, whether by judicial action or subsequent legislative enactment, that provision shall be considered inapplicable and omitted, but shall not invalidate the remaining provisions of this agreement.

13. Further Assurances. Henry County and Prairie Township agree to perform any further act, and deliver any other certificate, instrument or other documents as are reasonably necessary to effectuate the purpose of this agreement.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to Assign Tax Sale Certificate 004-02533-00, W US Highway 40 to Healthy Communities of Henry County. Motion carried 3-0.

**RESOLUTION ASSIGNING TAX SALE CERTIFICATES
TO HEALTHY COMMUNITIES HENRY COUNTY**

WHEREAS, Henry County, Indiana, by and through its Board of Commissioners, is the holder of the tax sale certificate on the property described in **Exhibit A** attached hereto;

WHEREAS, pursuant to I.C. 6-1.1-24-9, the Henry County Board of Commissioners may assign tax sale certificate held in the name of the county executive to any political subdivision;

WHEREAS, Healthy Communities Henry County, has expressed a desire to obtain the tax sale certificate on the property described in **Exhibit A** and has requested from the Henry County Board of Commissioners an assignment of those certain tax sale certificate; and

WHEREAS, it is a benefit to both Henry County and Healthy Communities Henry County that the tax sale certificate for the property described in **Exhibit A** now be assigned to Healthy Communities Henry County.

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

1. That Henry County, Indiana by and through its Board of Commissioners hereby approves the assignment of the tax sale certificate held by the county to Healthy Communities Henry County, for the property described in **Exhibit A** attached hereto.
2. That all taxes, penalties and assessments against the property described herein shall be waived for the tax year 2016 payable 2017 and prior as to Healthy Communities Henry County.
3. That the period of redemption of the property described herein shall be for one hundred twenty (120) days from the date the certificate is assigned, pursuant to applicable law.

Exhibit A

Address	Parcel No. / Certificate Number	Legal Description
W US HWY 40	004-02533-00 331600022	PT E ½ SW ¼ 27-16-10 .43A

A motion was made by Mr. Cronk and seconded by Mr. Yanos to Assign Tax Sale Certificate 020-05810-00, Blaine Street Dalrymple Addition Lot 9, to Preserve Henry County, Inc. Motion carried 3-0.

**A RESOLUTION ASSIGNING TAX SALE CERTIFICATE
TO PRESERVE HENRY COUNTY, INC**

WHEREAS, Henry County, Indiana, by and through its Board of Commissioners, is the holder of the tax sale certificate on the property described in **Exhibit A** attached hereto;

WHEREAS, pursuant to I.C. 6-1.1-24-9, the Henry County Board of Commissioners may assign tax sale certificate held in the name of the county executive to any political subdivision;

WHEREAS, the City of New Castle, Indiana, has expressed a desire to obtain the tax sale certificates on the property described in **Exhibit A** and has requested from the Henry County Board of Commissioners an assignment of those certain tax sale certificate; and

WHEREAS, it is a benefit to both Henry County and the Preserve Henry County Inc, that the tax sale certificate for the property described in **Exhibit A** now be assigned to Preserve Henry County Inc.

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

1. That Henry County, Indiana by and through its Board of Commissioners hereby approves the assignment of the tax sale certificate held by the county to Preserve Henry County Inc, for the property described in **Exhibit A** attached hereto.

2. That all taxes, penalties and assessments against the property described herein shall be waived for the tax year 2016 payable 2017 and prior as to Preserve Henry County Inc.
3. That the period of redemption of the property described herein shall be for one hundred twenty (120) days from the date the certificate is assigned, pursuant to applicable law.

Exhibit A

Address	Parcel No. / Certificate Number	Legal Description
BLAINE ST	020-05810-00 3311319	DALRYMPLE ADD LOT 9

A motion was made by Mr. Cronk and seconded by Mr. Yanos to Assign Tax Sale Certificate 030-31322-00, Belmont Addition Lot 162 to Westminster Community Center. Motion carried 3-0.

**A RESOLUTION ASSIGNING TAX SALE CERTIFICATES TO
WESTMINSTER COMMUNITY CENTER**

WHEREAS, Henry County, Indiana, by and through its Board of Commissioners, is the holder of the tax sale certificates on the properties described in **Exhibit A** attached hereto;

WHEREAS, pursuant to I.C. 6-1.1-24-9, the Henry County Board of Commissioners may assign tax sale certificate held in the name of the county executive to any political subdivision;

WHEREAS, the Westminster Community Center, Indiana, has expressed a desire to obtain the tax sale certificate on the property described in **Exhibit A** and has requested from the Henry County Board of Commissioners an assignment of those certain tax sale certificate; and

WHEREAS, it is a benefit to both Henry County and Westminster Community Center that the tax sale certificate for the property described in **Exhibit A** now be assigned to Westminster Community Center.

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

1. That Henry County, Indiana by and through its Board of Commissioners hereby approves the assignment of the tax sale certificate held by the county to Westminster Community Center, for the property described in **Exhibit A** attached hereto.
2. That all taxes, penalties and assessments against the property described herein shall be waived for the tax year 2016 payable 2017 and prior as to the Westminster Community Center.
3. That the period of redemption of the property described herein shall be for one hundred twenty (120) days from the date the certificate is assigned, pursuant to applicable law.

Exhibit A

Address	Parcel No. / Certificate Number	Legal Description
CAVE	030-31322-00 331600312	BELMONT ADD LOT 162

A motion was made by Mr. Yanos and seconded by Mr. Cronk to Assign Tax Sale Certificate 030-31386-00, Belmont Addition Lot 237 to Economic Development Corporation. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to Assign Tax Sale Certificate 030-31389-00, Belmont Addition Lot 240, to Economic Development Corporation. Motion carried 3-0.

A RESOLUTION ASSIGNING TAX SALE CERTIFICATES

TO ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, Henry County, Indiana, by and through its Board of Commissioners, is the holder of the tax sale certificates on the properties described in **Exhibit A** attached hereto;

WHEREAS, pursuant to I.C. 6-1.1-24-9, the Henry County Board of Commissioners may assign tax sale certificates held in the name of the county executive to any political subdivision;

WHEREAS, the Economic Development Corporation, has expressed a desire to obtain the tax sale certificates on the properties described in **Exhibit A** and has requested from the Henry County Board of Commissioners an assignment of those certain tax sale certificates; and

WHEREAS, it is a benefit to both Henry County and Economic Development Corporation that the tax sale certificates for the properties described in **Exhibit A** now be assigned to the City of New Castle, Indiana.

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

1. That Henry County, Indiana by and through its Board of Commissioners hereby approves the assignment of the tax sale certificates held by the county to the Economic Development Corporation, for the properties described in **Exhibit A** attached hereto.
2. That all taxes, penalties and assessments against the properties described herein shall be waived for the tax year 2016 payable 2017 and prior as to the Economic Development Corporation.
3. That the period of redemption of the properties described herein shall be for one hundred twenty (120) days from the date the certificate is assigned, pursuant to applicable law.

Exhibit A

Address	Parcel No. / Certificate Number	Legal Description
E AVE	030-31386-00 331600319	BELMONT ADD LOT 237
3014 E AVE	030-31389-00 331600321	BELMONT ADD LOT 240

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve a new 5 year lease contract with the Youth Center with option to renew contract after the first 5 years. Motion carried 3-0. Dave Dickerson with True Harbour discussed renovation plans for the Youth Center. They will be remodeling bathrooms to make more functional. November 2nd they will be holding a hiring fair planning to hire 30 employees and open February 1st 2018.

A motion was made by Mr. Yanos and seconded by Mr. Baker to approve the amendment of the Hope Initiative Lease, capping utilities at \$8,000.00 yearly. Motion carried 2-0, with Mr. Cronk voting against.

FIRST AMENDMENT TO REAL ESTATE LEASE

This First Amendment to Real Estate Lease is made and entered into by and between Henry County, Indiana, acting through its Board of Commissioners (“Landlord”), and Hope Initiative, Inc., an Indiana non-profit corporation (“Tenant”) this ____ day of September, 2017.

Recitals:

1. Landlord and Tenant entered into a Real Estate Lease, with an effective date of January 1, 2016, under which Landlord leased to Tenant the structure located at 1426 Broad Street, New Castle, Indiana 47362 (“Premises”).

2. Landlord and Tenant wish to amend the Real Estate Lease by specifically providing for a defined sum that Tenant will pay to Landlord for its consumption of utilities in connection with its use and occupancy of the Premises and to clarify Landlord's and Tenant's rights and obligations upon the termination of the term of the Lease.

NOW THEREFORE, Landlord and Tenant agree as follows:

1. The text of Section 6.01 of the Real Estate Lease shall be deleted in its entirety and replaced with the following language:

“During the Term, Tenant shall pay the sum of six hundred sixty-six dollars and sixty-seven cents (\$666.67) each month to Landlord for utility charges and expenses to and for the Premises commencing on September 20, 2017, and on or before the 20th day of each month thereafter during the Term. All utility accounts shall remain in Landlord's name. Landlord shall ensure that all utility providers are paid in a timely manner for utility services supplied to the Premises.”

2. The last sentence of Article II and the entirety of the text of Article XIII (Hold Over, Sale and Subordination) of the Real Estate Lease shall be deleted in their entirety. Article XIII shall be replaced with the following language:

“Upon the expiration of the Term, Landlord and Tenant shall confer and attempt in good faith to agree upon a purchase price and other terms and conditions for a sale of the Premises from Landlord to Tenant.”

3. The Real Estate Lease may only be amended by a written instrument executed by Landlord and Tenant. Any purported modification, which is not evidenced by a written instrument executed by Landlord and Tenant, shall be void.

4. Tenant is current in its payment of utility charges owed under the Real Estate Lease as of August 31, 2017.

5. All other provisions of the Real Estate Lease, which are not specifically amended by this First Amendment to Real Estate Lease, shall continue in effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease effective as of the first day written above.

Mr. Baker made an announcement of two special Commissioner Meetings on Monday October 2nd from 5-9 p.m., and Tuesday October 3rd from 5-9 p.m., to discuss Henry County's Current Wind Ordinance.

Public Input was made by the following people: Steven Peckinpugh, and Susan Kubeck.

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

Butch Baker, President

Kim Cronk, Vice President

Ed Yanos

Attested by: _____
Patricia A. French, Auditor