

BE IT REMEMBERED THE HENRY COUNTY COUNCIL OF HENRY COUNTY, INDIANA, met in regular session in the Courthouse Circuit Courtroom, in the City of New Castle, Indiana on Wednesday, January 25, 2017 at 3:30 P.M., with the following members present: Nate LaMar, Richard Bouslog, Michael Thalls, Harold Griffin, Steve Dugger, Robin Reno-Fleming, Clay Morgan, Patricia A. French, Auditor, Joel Harvey, and Scott Hayes, County Attorney's.

The meeting was opened with the invocation given by Mr. Morgan followed with the pledge to the flag by Mr. Bouslog.

A motion was made by Mrs. Fleming and seconded by Mr. Griffin to approve the minutes from the December 21, regular meeting. Motion carried 6-0.

REORGANIZATION

A motion was made by Mr. Bouslog and seconded by Mr. Griffin to reappoint Mr. LaMar President for 2017. Motion carried 6-0.

A motion was made by Mr. Thalls and seconded by Mrs. Fleming to appoint Mr. Dugger Vice President for 2017. Motion carried 6-0.

Mr. Morgan made a motion to change the council meetings to the fourth Thursday of the month beginning at 6:30 P.M., the motion died due to lack of a second.

Mr. Morgan made a motion to change the council meeting to the second and fourth Wednesday of the month before the Commissioner Meetings, the motion died due to lack of a second.

A motion was made by Mr. Thalls and seconded by Mrs. Fleming to maintain the 4th Wednesday of each month, beginning at 3:30 P.M. as the regular meeting time and date. Motion carried 6-0.

NEW BUSINESS

Missy Modesitt gave an update on the Chamber of Commerce having 42 new members and announced Dave Nantz is president for 2017 for the Chamber.

Corey Murphy, EDC Director, updated the council on the progress with Project Micro-Nutrient, they got approval January 19th to move forward with plans to expand into Henry County. If Project Micro- Nutrient comes to Henry County there could be 50 new jobs over a two year period.

ADDITIONAL APPROPRIATIONS

A motion was made by Mrs. Fleming and seconded by Mr. Griffin to approve the additional appropriations for Supplemental Public Defender in the amount of \$25,000.00. Motion carried 6-0.

A motion was made by Mr. Griffin and seconded by Mrs. Fleming to approve additional appropriations for Pre-Trial Diversion Fund in the amount of \$20,000.00. Motion carried 6-0.

A motion was made by Mr. Thalls and seconded by Mr. Griffin to approve the additional appropriations for Circuit Court II Public Defender in the amount of \$20,000.00. Motion carried 6-0.

A motion was made by Mr. Morgan and seconded by Mr. Dugger to approve the additional appropriations for Circuit Court III Public Defender in the amount of \$20,000.00. Motion carried 6-0.

A motion was made by Mr. Griffin and seconded by Mr. Thalls to approve the additional appropriations for Jury Pay Fund in the amount of \$30,000.00. Motion carried 6-0.

REPORTS

A motion was made by Mrs. Fleming and seconded by Mr. Thalls to approve the interlocal agreement with Henry County Solid Waste District. Motion carried 5-0.

INTER-LOCAL AGREEMENT REGARDING THE COLLECTION OF SOLID WASTE MANAGEMENT FEES

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

RECITALS

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

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

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

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

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

Article I AUTHORITY

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

Article II CONSTRUCTION

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

Article III INCLUSION OF MANAGEMENT FEE SCHEDULE

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

Article IV COMPENSATION

The District shall pay the County a sum equivalent to Five Percent (5%) of the total amount of the special assessments summary, which summary will show the assessments collected for all District imposed management fees. Said sum shall be payable by the District to the County on a bi-annual schedule in the year the funds are collected and received, with the first payment of a given year occurring in the month of June of said year, and the second payment occurring in the month of December of said year.

Article V TAX STATEMENT

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

The County shall not be liable for any cost, incurred by the County or the District, due to the District not providing the necessary information in a timely manner to allow inclusion on the tax statement.

Article VI SETTLEMENT SUMMARY

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

Article VII DEPOSIT OF SPECIAL ASSESSMENT/MANAGEMENT FEE

As the County receives payments in response to the Tax Statements, it shall separate that portion of the payment, which represents the special assessment/management fee and deposit said sum for the benefit of the District. It is the agreement of the parties that all funds received shall be deposited from the County to the District on a bi-annual schedule in the year said funds are collected and receipted, with the first deposit of a given year occurring in the month of June of said year, and the second deposit occurring in the month of December of said year.

Article VIII EFFECTIVE DATE AND TERMINATION

This Interlocal Agreement shall take effect from the date of signatures, and shall remain in full force and effect until terminated pursuant to this Article. This Agreement shall run from the date of signatures for a period of five (5) years. Thereafter, said Agreement shall renew for automatic two (2) year periods unless either party shall give two (2) years notice in writing. Either party to this agreement shall have the right to terminate this agreement annually by giving notice to the other party by September 30th of the year prior to termination.

Article IX NOTICES

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

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

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

**Article X
AMENDMENT**

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

**Article XI
ENFORCEMENT**

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

**Article XII
MISCELLANEOUS**

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

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

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

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

To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees,

arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

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

[Signature page to follow]

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

Steve Rust, County Surveyor, has been working with Pictometry, a company that creates three dimensional aerial photographs, Pictometry gave a presentation of how this would help many county offices. This would cost about \$78,000.00. The Assessor, Health Department, Auditor, Sheriff, and Surveyor's office have all earmarked money from their budgets to help with this cost.

The Health Department had a request for two job reclassifications with a recommended higher pay rate. A motion was made by Mrs. Fleming and seconded by Mr. Dugger that both requests would stay at the same pay. Motion carried 5-1, with Mr. Bouslog voting against.

A motion was made by Mrs. Fleming and seconded by Mr. Thalls to approve a part time position for the Jail, less than 30 hours per week, at \$13.25 per hour. Motion carried 6-0. There was also discussion of Steve Rust and Joe Wiley having a split employee.

CITIZEN APPOINTMENTS

The Indiana Historical Society made an announcement of Mr. Richard Ratcliff being reappointed for County Historian.

Applications were submitted by Christine Carmichael, Rosalie Earnest, and Phyllis Roland for Spiceland Town/Township Library Board. A vote was made to appoint Phyllis Roland to the board, Phyllis had 4 votes, and Rosalie had 3 votes.

Fred Hamlin was nominated for the Job Classification & Salary Advisory Committee. There were no other applicants.

Sowers of Seeds, A faith-based, nonprofit organization has obtained the former Bennett House at the corner of 12th and Race Streets. This home will be a halfway house for women transitioning to life after incarceration. Suzzann Bottoms, executive director of Sowers of Seeds gave a presentation about this organization, more information will be in the Courier Times as it comes available.

Bill Walters, with ECI Regional Planning, spoke about working with Henry County EDC. He also works with Delaware, Jay and Grant County.

A motion was made by Mr. Thalls and seconded by Mr. Dugger to adjourn the meeting. Motion carried 5-0.

Nate Lamar, President

Steve Dugger, Vice President

Harold Griffin

Robin Reno-Fleming

Richard Bouslog

Clay Morgan

Michael Thalls

ATTESTED BY: _____
Patricia A. French, Henry County Auditor

