

BE IT REMEMBERED THE BOARD OF COUNTY COMMISSIONERS met in the Henry County Courthouse Circuit Courtroom, on Wednesday, July 27, 2016, at 6:00 P.M., with the following members present: Ed Yanos, Kim Cronk, Butch Baker, Patricia A. French, Auditor, Scott Hayes and Joel Harvey, County Attorney.

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. Baker to approve the payroll as presented. Motion carried 3-0.

A motion was made by Mr. Baker 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. Baker to accept the monthly reports for: April 1 to June 30th First Merchants Bank Statement, Sheriff's Maintenance report, Sheriff's report of Receipts and Disbursements for the Equipment fund for 1/1/16-6/30/16, June Treasurer's report, IGMS 4th Qtr. Performance Grant and the 4th Qtr. EOC Infrastructure report, Star Financial Bank statement for March 31 to June 30th and Notice of bids to resurface roads due August 16 by 4:00 P.M.. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to approve signing the Community Crossings Matching Grant fund letter. Motion carried 3-0.

A motion was made by Mr. Baker and seconded by Mr. Cronk to approve the bonds for Julie Miller, Shenandoah School Corporation Treasurer, Lanna Colwell, Shenandoah School Corporation Deputy Treasurer & a Continuation Certificate for Sandra Wright, Spiceland Public Library. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the closure of roads for the 6th Annual Summit Lake Triathlon to be held August 13th. Motion carried 3-0.

A motion was made by Mr. Baker and seconded by Mr. Cronk to allow the GOP to hold the annual Brats on the Courthouse lawn on August 19th. Motion carried 3-0.

Dr. Jetts, representing Ivy Tech Community College, presented an amendment for the Science Classroom Wing to reflect the actual award of \$400,000 from the Food & Beverage monies. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve and accept the amendment as presented. Motion carried 3-0.

Chris May, Hall of Fame Director, approached the Commissioners asking to extend their Food & Beverage project from 18 months to 36 months for four billboards. Mr. May stated the project would be in three phases. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the request as presented. Motion carried 3-0.

Rusty Conner, Middletown Park Superintendent, presented their request for their Food & Beverage project, presenting bids for new playground equipment. The board had approved a bid from Miracle Recreation Equipment Company. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the recommendation from the Middletown Fall-Creek Township Park Board. Motion carried 3-0.

Heather Logan, from the Town of Lewisville, addressed their Food & Beverage project, the purchase of a light rescue vehicle. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the project as presented. Motion carried 3-0.

Darrin Jacobs, Zoning Administrator, presented two zone changes for approval. The first was for Hayes Landfill, requesting to rezone 4.6 acres from Rural Residential (RR) to Light Industrial (I-1), for the purpose of sandblasting and painting the applicants dumpsters inside of an existing structure. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the request as presented. Motion carried 3-0.

A motion was made by Mr. Baker and seconded by Mr. Cronk to approve the two grant requests to IDHS for Radio Equipment submitted by Jay Jackson and Ron Huffman. Motion carried 3-0.

Mr. Baker presented a Motor Vehicle Agreement for approval. The Agreement was for a Sheriff employee to drive his own vehicle while on duty. Insurance Liability concerns were voiced. Joel Harvey, County Attorney stated he felt the County was "suitably" covered. A motion was made by Mr. Cronk and seconded by Mr. Baker to approve the agreement subject to legal counsel and BMV review. Motion carried 3-0.

MOTOR VEHICLE USER AGREEMENT

This User Agreement is entered into this _____ day of _____, by and between, Rex Harrold, hereinafter referred to as, the LESSOR, and Henry County Commissioners, hereinafter referred to as the LESSEE.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. MOTOR VEHICLE User Agreement. LESSOR hereby provides to the LESSEE the following described motor vehicle with all accessories incorporated there or affixed thereto:

Vehicle description 2012 GOLDMIS Chevrolet Tahoe

VIN: 1GNSK2E03CR178306

2. TERM. The term of this User Agreement shall be for a period commencing the date upon which the agreement is signed until such time as LESSOR leaves his employment with the Henry County Sheriff's Department.

3. RENT. The LESSEE agrees to pay One Dollar (\$1.00) for said vehicle, the said rental amount being due upon effective date of this User Agreement.

4. MAINTENANCE, EXPENSES AND REPAIRS. The LESSOR shall pay for and furnish all maintenance and repairs to keep Vehicle in good working order and condition, including but not limited to, oil, anti-freeze, repairs, maintenance, tires, storage, fines, and inspections arising from the use and operation of the Vehicle, whether in the ordinary course and scope of his employment or during non-employment use.

5. GASOLINE ALLOWANCE. The LESSEE shall provide a gasoline allowance based on the mileage traveled during the ordinary course and scope of LESSOR's employment and subject to LESSEE's rules and regulations regarding the use of vehicles. LESSOR shall pay for gasoline used for non-employment related use of the Vehicle.

6. USE AND OPERATION. The LESSEE agrees to permit LESSOR to operate the vehicle during the ordinary scope and course of his employment for the Henry County Sheriff's Department and also permit non-employment use.

The LESSEE acknowledges receipt of Motor Vehicle, and that the same is in condition satisfactory to LESSEE'S purposes. . The parties shall not use or permit the use of Vehicle in violation of any Federal, State, County or City laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy providing coverage for the use or operation of the vehicle.

7. INSURANCE.

LESSEE shall at all times maintain a policy of insurance with a "non-owned and hired automobile" coverage part.

LESSOR shall at all times maintain a policy of automobile liability insurance issued by an insurer that is satisfactory to LESSEE with per accident limits of liability of no less than the sum of \$ 500,000 per occurrence.

8. DAMAGE TO VEHICLE. In the event the Vehicle is damaged by casualty loss in the LESSOR's course and scope of employment and LESSEE receives proceeds from its policy of insurance as a result of the loss or destruction of the Vehicle, LESSEE may, at its option, elect to have the Vehicle repaired to a condition that will allow it to be used by LESSOR in his normal course of employment by LESSEE or elect to pay the proceeds to LESSOR. LESSEE shall have no liability to LESSOR for any damage or loss to the Vehicle, and no obligation to repair or replace the Vehicle, beyond the amount of any sum actually received by LESSEE from its insurer as a result of casualty loss or theft of the Vehicle.

9. TITLE. The LESSEE acknowledges that this is an agreement to use only and that the LESSEE does not in any way acquire title to Vehicle, under this agreement. Without the prior written consent of LESSOR, the LESSEE agrees not to do any act to encumber, convert, pledge, sell, assign re-hire, lease, lend, conceal, abandon, give up possession of, or destroy Vehicle.

10. WARRANTIES AND WAIVER. The LESSEE uses Vehicle herein described in "as is" condition and agrees that LESSOR had not made, and does not hereby make any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of Vehicle or against any patent or latent defects therein.

11. ASSIGNMENT. Without the prior written consent of LESSOR or any assignee of LESSOR, the LESSEE agrees not to sublet, mortgage, pledge, sell, assign or otherwise transfer or dispose of this User Agreement. .

12. DEFAULT. The occurrence of any of the following shall be an Event of Default:

- 1) failure by LESSOR or LESSEE to pay any rent or sum herein provided when the same are due and payable and such default continues for a period of ten (10) days after receipt of notice thereof;
- 2) Failure by LESSOR or LESSEE to comply with any other term or conditions hereof and such default continues for a period of thirty (30) days after receipt of written notice describing the default;

No right or remedy conferred upon or reserved to LESSOR or LESSEE by this User Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon LESSOR or LESSEE by this User Agreement or by law shall be cumulative.

13. CONSTRUCTION. This User Agreement shall be construed and determined in accordance with the laws of the State of Indiana. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of the User Agreement. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

14. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. However, LESSOR's or LESSEE's failure at any time to require strict performance by the other party of any provisions herein shall not waive or diminish any right to thereafter demand strict compliance therewith or with other provisions of this User Agreement and written waiver by LESSOR or LESSEE of any default hereunder shall not constitute a waiver of any other default.

15. ENTIRE AGREEMENT. This User Agreement contains the whole agreement of the parties. None of the covenants, provisions, terms or conditions of this User Agreement shall be in any manner modified, waived, abandoned or amended except by a written instrument duly signed by the parties or their assignee and delivered to LESSOR and the LESSEE or their assignee.

16. BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto except as may be modified in the form of a written agreement.

17. NOTICE. Notices as provided for in this User Agreement shall be given to the respective parties or their assignees at their respective addresses designated herein unless there is notification of the parties to the other, in writing, of a different address. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed as herein designated.

IN WITNESS WHEREOF, the parties have duly executed this User Agreement on the day and year first written above.

A request from Tower Assets Newco IX LLC to access utility/fiber easements at the tower site located at 127 N 12th Street. A motion was made by Mr. Cronk and seconded by Mr. Baker to turn over the request to legal counsel for review. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to approve cancelling the September 28th meeting due to the AIC Conference. Motion carried 3-0.

A motion was made by Mr. Cronk and seconded by Mr. Baker to hang a plaque in honor of JoAnne King, Probation Officer who had passed away. The plaque will hang in the Justice Center. Motion carried 3-0.

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