

Hendricks County Commissioners Policy on Use of EDIT Funds

Introduction

The Hendricks County Commissioners have determined that economic development and the attraction of capital investments is beneficial to the public welfare of its citizens. In order to stabilize local property tax rates and shift property tax burden away from private homeowners to commercial and industrial enterprise, the Hendricks County Commissioners have determined that it is in the best interest of its citizens to help provide needed infrastructure to attract new capital investments. Hendricks County is permitted and has the power pursuant to provisions of the Indiana Law to promote economic development by providing for the infrastructure necessary for the purpose of attracting new capital investments and attracting and/or retaining good paying jobs. Hendricks County pursuant IC 6-3.5-7 has established the County Economic Development Income Tax (EDIT) on May 31, 1973 and these funds may be used for providing infrastructure improvements. Hendricks County has established the Hendricks County Regional Sewer District under the provisions of IC 13-3-2-3 and under the orders of the Indiana Department of Environmental Management on September 13, 1988. Hendricks County Regional Sewer District has developed Capital Improvement Plans for two economic development areas of Hendricks County which are located in the area of the I-74 and Ronald Reagan Boulevard interchange and in the area of the I-70 and SR 39 interchange. The Hendricks County Commissioners have determined that it is in the best interest of Hendricks County, Indiana to establish a policy on the expenditure of EDIT funds to support the construction of sanitary sewer, public water lines, drainage systems, transportation improvements and any other needed public infrastructure improvements and hereby adopts the following policy.

EDIT Policy for the Expansion Sanitary Sewer Facilities

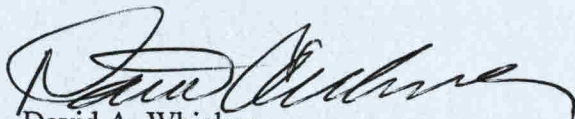
The Hendricks County Commissioners hereby determines it is the best interest of economic development to use EDIT funds to help pay for the installation of sanitary sewer public infrastructure services to those areas of Hendricks County that are targeted for commercial and industrial development and where the Hendricks County Regional Sewer Board has established capital improvement plans. The Hendricks County Commissioners will direct the use of EDIT funds to help construct sewer lines and other waste water collection facilities that will support commercial and industrial development. Expenditure of the EDIT funds will be targeted to help support commercial and industrial projects where the developer has demonstrated a commitment to make a significant financial investment in providing public infrastructure. The Commissioners recognize the Hendricks County Regional Sewer District has established a Policy for Sewer Oversizing Reimbursement and the Commissioners' EDIT Policy does not substitute or modify the Hendricks County Regional Sewer District authority to enter into a reimbursement agreement with a developer. It is the Commissioners' intent that both policies will be used to help with the extension of sanitary sewers into areas targeted for economic development and to provide significant employment opportunities for the citizens of Hendricks County. The Commissioners will determine on a project by project basis their level of financial assistance if any in providing sanitary sewers.

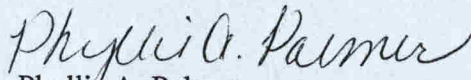
EDIT Policy for Other Public Infrastructure Improvements

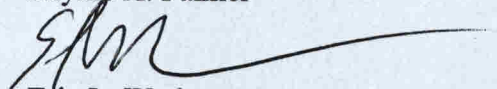
The Hendricks County Commissioners have determined in addition to the use of EDIT funds to support the installation of sanitary sewer lines, EDIT funds can be expended to fund other infrastructure improvements necessary to support economic development in Hendricks County. Other infrastructure items would include public water line, drainage systems, transportation improvements and any other needed public infrastructure improvements provided the developer has made a substantial commitment to funding a significant amount of public infrastructure for the economic development. All the improvements would help to facilitate the development of projects which provide job opportunities for Hendricks County citizens.

Adopted at the meeting of the Board of the Board of County Commissioners of Hendricks County this 26th day of May, 2009

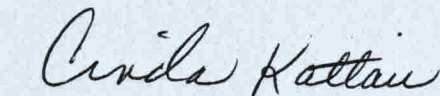
Hendricks County Board of Commissioners


David A. Whicker


Phyllis A. Palmer


Eric L. Wathen

Attested:


Cinda Kattau, Auditor

Avon Town Council

RESOLUTION 2009-25

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PROVISION OF
SNOW REMOVAL BY THE TOWN OF AVON AND HENDRICKS COUNTY**

This agreement made by and between the Board of Commissioners of Hendricks County, Indiana (hereinafter referred to as "Hendricks County") and the Town of Avon, Indiana (hereinafter referred to as "Avon"), is to witness that:

AND WHEREAS, Avon and Hendricks County each have the obligation to remove snow from their respective roads and streets during and after in climate weather;

AND WHEREAS, Avon and Hendricks County can save time, money and resources through the coordination of their snow removal services;

AND WHEREAS, Avon has agreed to remove snow on certain County roads in consideration of Hendricks County's willingness to remove snow on certain streets in Avon;

AND WHEREAS, Hendricks County has agreed to remove snow on certain streets in Avon in consideration of Avon's willingness to remove snow on certain County roads;

AND WHEREAS, the parties have determined that their cooperation in this matter is appropriate, desirable, practicable, and beneficial for the parties and their citizens, and Indiana Code §36-1-7-1 et seq. provides for such agreements in such circumstances.

IT IS, THEREFORE, AGREED as follows:

1. **Snow Removal by Avon:** Beginning December 1, 2009, Avon shall, through its Publics Works Department remove snow as required by weather conditions on the following County roads:

See Exhibit A

2. **Snow Removal by Hendricks County:** Beginning December 1, 2009, Hendricks County shall, through its Highway Department, remove snow as required by weather conditions on the following streets in Avon:

See Exhibit B

3. **Administration:** This Agreement shall be administered by a joint board comprised of the Hendricks County Highway Commissioner and the Avon Public Works Director.

4. **Term of the Agreement:** This Agreement shall be effective upon its approval by


proper resolution of the Board of Commissioners of Hendricks County and the Town Council of the Town of Avon, and upon the execution of the Agreement. This Agreement shall remain in effect until November 31, 2010, unless terminated or extended as provided in paragraph 6.

5. **Consideration:** Because the parties believe that equal resources will be required to remove snow as provided herein, neither party shall pay fees to the other for the services provided.
6. **Termination & Extension:** This Agreement may be terminated or extended in the following manners:
 - a. **Mutual Agreement:** The parties may terminate this Agreement at any time by mutual, written agreement. If this occurs, each party will provide snow removal as provided herein to and until the effective date of the termination.
 - b. **Unilateral Termination:** (i) Either party may terminate this Agreement during its term by providing to the other party written notice of termination at least one hundred twenty (120) days prior to the effective date of the termination. If such a termination occurs, the parties will provide snow removal to and until the termination date.
7. **Joint Property:** This Agreement does not provide for or contemplate joint acquisition, holding or disposal of real or personal property.
8. **Indemnification:** Avon agrees to indemnify and hold Hendricks County harmless from liability for claims for damages which are caused by Avon's negligence in providing such snow removal services and Hendricks County agrees to indemnify and hold Avon harmless from liability for claims for damages which are caused by Hendricks County's negligence in providing such snow removal services.
9. **Breach:** In the event of a breach of this Agreement, the non-breaching party shall have the right to recover from the breaching party any and all damages proximately caused by the breach.
10. **Authority:** The undersigned officials represent that this Agreement has been approved by properly adopted resolutions by the Board of Commissioners of Hendricks County and the Town Council of the Town of Avon. They further represent that they have been authorized to bind Hendricks County and Avon to the terms and conditions of this Agreement.
11. **General:** This Agreement shall be construed under the laws of the State of

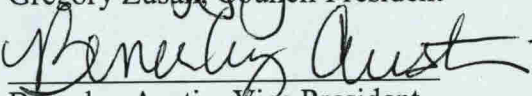
Indiana. This Agreement contains the parties' entire agreement, and no verbal agreements shall be binding.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) accompanying their signatures below, in Hendricks County, Indiana.

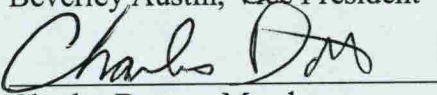
TOWN OF AVON, Town Council


Gregory Zusan, Council President

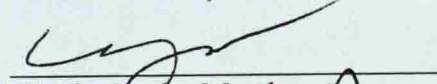
11-19-09
Date


Beverley Austin, Vice President

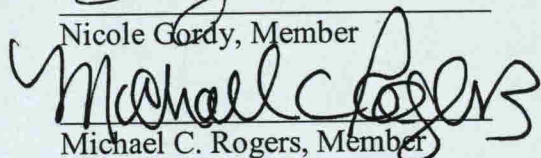
11-19-09
Date


Charles Dorton, Member

11-19-09
Date

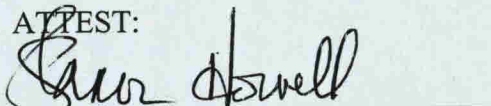

Nicole Gordy, Member

11-19-09
Date


Michael C. Rogers, Member


11-19-09
Date

ATTEST:

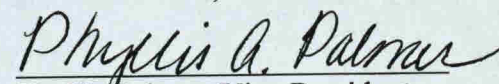

Sharon Howell, Clerk Treasurer

11-19-09
Date

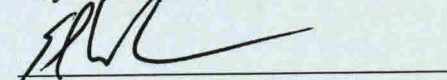
HENDRICKS COUNTY, Board of Commissioners


David Whicker, President

11-24-09
Date


Phyllis Palmer, Vice-President

11-24-09
Date


Eric Wathen, Member

11-24-09
Date

ATTEST:


Auditor

11/24/09
Date

Exhibit A

<u>Town of Avon</u>	<u>Start and Stop Points</u>
CR 500 E	Avon Town Boundary to CR 100 N
CR 625 E	CR 91 N to CR 100 S
CR 671 E	US 36 to end
CR 800 E	CR 200 N to S Township Line Rd
CR 900 E	North of US 36 to town boundary; S of US 36 to end
Ronald Reagan Pkwy	US 36 to CR 300 N
Raceway Rd	South of US 36 to Avon Town Boundary
CR 200 N	CR 800 E to Raceway Rd
CR 100 N	CR 500 E to Raceway Rd
CR 100 S	SR 267 to Avon Town Boundary
CR 150 S	SR 267 to CR 800 E
CR 200 S	CR 800 E to Avon Town Boundary
Galen Dr W	SR 267 to end
Galen Dr N	US 36 to end
CR 75 N	all of CR 75 N
CR 25 S	SR 267 to end
Williams Ct	SR 267 to end
Avon Village Pkwy	US 36 to Avon Town Boundary
Vista Pkwy	US 36 to end
Production Dr	US 36 to end
Shiloh Crossing Dr	North of US 36 to Avon Town Boundary
Gable Dr	all of Gable Dr
Gable Crossing	all of Gable Dr

Exhibit B

Hendricks Co		
CR 200 N		CR 475 E to CR 500 E
CR 150 N		CR 475 E to CR 600 E
CR 100 S		Everything West of SR 267
CR 475 E		CR 200 N to CR 150 N
CR 450 E		Section near R-Z Acres
CR 625 E		South of CR 100 S to Avon Town Boundary
CR 800 E		North of CR 200 N to Avon Town Boundary
CR 900 E		North of CR 100 N to Avon Town Boundary; section in front of Eden Gate Subdivision
CR 1000 E		North of CR 200 N to Avon Town Boundary
CR 1050 E		CR 200 N to CR 100 N; section in front of Reserve of Shiloh Subdivision
Raceway Rd		North of US 36 to Avon Town Boundary

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HENDRICKS COUNTY AND
THE TOWN COUNCIL OF THE TOWN OF DANVILLE**

COPY

COMES NOW the Board of Commissioners of Hendricks County, Indiana (hereafter referred to as "Hendricks County") and the Town Council of the Town of Danville, Indiana (hereinafter referred to as "Danville") and do hereby enter into this Interlocal Agreement, more specifically stated as follows:

WHEREAS, Danville frequently receives applications for annexation and zoning amendment for real estate located outside the corporate boundary of the Town of Danville, and

WHEREAS, until the annexation of real estate becomes effective pursuant to IC 36-4-3, such real estate is under the jurisdiction of Hendricks County for purposes of planning, zoning and other governmental controls; and

WHEREAS, IC 36-4-3 does not permit any annexations to become effective in the year 2009, and

WHEREAS, there are owners and developers of real estate outside the Town of Danville who seek services from Danville in 2009, such as access to Danville's water and sewer facilities; and

WHEREAS, Danville can provide sewer and/or water services to such real estate and is prepared to adopt ordinances to annex said property as soon as permitted by law, but has determined it should not provide such services until it has jurisdiction of planning, zoning and development approvals for such real estate; and

WHEREAS, Hendricks County is willing to relinquish its jurisdiction for planning, zoning and development approvals of real estate that has been the subject of an annexation ordinance adopted by Danville and assign said jurisdiction to the Town of Danville.

WHEREAS, Indiana Code 36-1-7 -2 authorizes Indiana local governmental entities to enter into interlocal cooperation agreements whereby one or more entities can exercise powers on behalf of others.

NOW THEREFORE, the Hendricks County and the Town of Danville agree to the following:

1. Danville shall assume jurisdiction for the planning, zoning and development , in accordance with the ordinances and policies of the Town of Danville, for real estate that has been made the subject of annexation ordinances adopted by the Town between November 1, 2008 and October 31, 2009, after the sixty (60) remonstrance period has expired without a remonstrance or appeal having been filed.

2. Hendricks County shall and hereby does relinquish its jurisdiction for planning, zoning and development for such real estate and assign said jurisdiction to Danville.
3. This agreement shall be in effect from the date of its execution by authorized representatives of each party and continue in effect through to January 1, 2010. Its purpose is to facilitate orderly development of areas in close proximity to the Town of Danville. Danville shall be responsible for financing, staffing, supplying and budgeting for all matters covered by this agreement. This agreement may be only terminated by the written consent of both parties. To the extent that any administration is required, it shall be by a joint board composed of all the members of the boards of each party. To the extent that any real or personal property is to be acquired, held or disposed of as result of this agreement, Danville shall determine the manner for doing so.

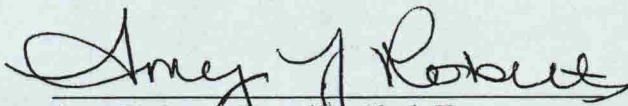
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TOWN COUNCIL OF TOWN OF DANVILLE

BY: _____

Jeff Martin, President

ATTEST:

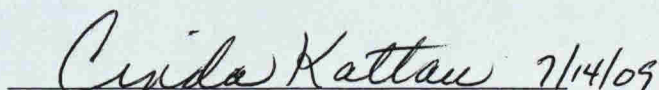

Amy Roberts, Danville Clerk Treasurer

COMMISSIONERS OF HENDRICKS COUNTY

BY: _____

David Whicker, President

ATTEST:

 7/14/09

MEMORANDUM OF AGREEMENT

Regarding

**Cooperation and Coordination of Implementing 327 IAC 15-13 (Rule 13) within
Hendricks County**

Between

Hendricks County (through the Hendricks County Partnership for Water Quality)

And

The Town of Danville, Indiana

WHEREAS, the Federal Clean Water Act requires storm water discharges from certain types of urbanized areas to be permitted under the National Pollution Discharge Elimination System (NPDES) program (Phase II); and,

WHEREAS, the Indiana Department of Environmental Management, hereinafter referred to as "IDEM", has designated Hendricks County and the Town of Danville as MS4 Entities under the provisions of 327IAC 15-13 (Rule 13); and,

WHEREAS, the Storm Water Phase II Rule 13 extends coverage of the NPDES Storm Water Program to all Small MS4s, requiring the implementation of a six (6) element program minimum control measures (MCMs) and the implementation of best management practices (BMPs) to satisfy each of the MCMs; and,

WHEREAS, each MS4 entity is responsible for implementation of all six MCMs in their own jurisdiction; and,

WHEREAS, the Town of Danville and Hendricks County will cooperate in certain activities regarding the Rule 13 program;

NOW THEREFORE BE IT RESOLVED THAT THE PARTIES DO HEREBY AGREE AS FOLLOWS FOR HENDRICKS COUNTY, THROUGH THE HENDRICKS COUNTY PARTNERSHIP FOR WATER QUALITY, AND THE TOWN OF DANVILLE:

1. Hendricks County will be responsible for the development and implementation of a Joint Storm Water Quality Phase II Public Education and Involvement Program that will include BMPs such as:
 - a. Education Committee Meetings - This meeting will be provided to partners to exchange ideas and discuss upcoming events. The County's Education Coordinator will be the chairperson for this committee and be responsible for organizing the meetings. The group will meet on a monthly or as needed basis.
 - b. Website – www.hccleanwater.org will link to the Town of Danville. This website will be updated regularly with Partnership events and education materials. Hits will be tracked for annual reporting.

- c. News Articles/Newsletter Articles/Press Releases – The Town of Danville and the County are required by their Part Cs to place a quarterly or semi-annual article in a local paper or newsletter. The County's Education Coordinator will be responsible for placing these articles in the appropriate newspaper/newsletter to meet this requirement. The Town of Danville will be responsible for providing due dates and contacts for the appropriate newspaper/newsletter. The Partnership will decide on different topics that it would like to cover throughout the year. The County's Education Coordinator will also be responsible for providing press releases to the media for different events that the Town of Danville participates in through the Partnership.
 - d. Ag Day – This event will take place annually at the Hendricks County 4-H Fairgrounds with participating schools throughout the County. Jessica Norcross from SWCD will be asking for volunteers to contribute their time on this day.
 - e. Contractor's Workshop – This workshop is for builders, developers, and contractors to better understand the requirements of working in Hendricks County. It will help educate them on issues such as erosion control.
 - f. Clean-Up Events – The Spring Clean-Up Event will be scheduled annually and the date set will be discussed at an Education meeting with all Partners. The event will include educational presentations, and other handouts along with Meth-Lab training for team leaders, promotional items, and information on other events. All towns will be required to help find areas for clean-up for their volunteer groups.
 - g. 4-H Fair Booth – One booth will be rented to provide adequate space for the Partnership. The Partnership will discuss the message for each year. Each Partner will fill spots needed to man the booth. Promotional items and brochures will be given.
 - h. Brochures – Brochures will be developed and distributed to specific target audiences as required.
 - i. Mass Media Opportunities/Public Service Announcements – Public Service Announcements is a great way to spread the message. The Partnership will decide where it would like the PSAs to show and what message it would like them to contain.
 - j. Education Programs in Schools – Educational storm water programs will be provided as schools request them. The County's Education Coordinator will also assist and or provide storm water programs or demonstrations with the Town of Danville when the Town of Danville is having a function for the school and requests assistance as time allows.
 - k. Other BMPs may become necessary for implementation by all involved entities.
- 2. Hendricks County will be responsible for providing any information necessary to the Town of Danville for generating annual reports as required by IDEM, with respect to its involvement in Partnership activities.
 - 3. The Town of Danville agrees to participate in the above mentioned activities and agrees to pay Hendricks County a program fee based on a sum agreed, relating to the tasks above. The figure for the Town of will be \$4,000.00.
 - 4. This program is for 2009 and thereafter. Program fees are due to the County within thirty (30) days of being invoiced.

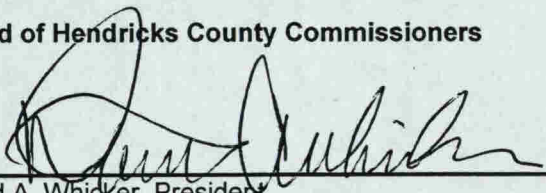
5. Either party may during the fourth quarter of each year provide the other party with written notice of its intent to withdraw from the Agreement.

IT IS FURTHER UNDERSTOOD that this agreement becomes effective when both parties are signatory hereto.

This AGREEMENT, made and entered into as of the 28th day of July, 2009.

Board of Hendricks County Commissioners

By:


David A. Whicker, President

Date:

7-28-09

Town Council

By:


Danville, Town Council President

Date:

7/20/09

MEMORANDUM OF AGREEMENT

Regarding

Cooperation and Coordination of Implementing 327 IAC 15-13 (Rule 13) within Hendricks County

Between

Hendricks County (through the Hendricks County Partnership for Water Quality)

And

The Town of Pittsboro, Indiana

WHEREAS, the Federal Clean Water Act requires storm water discharges from certain types of urbanized areas to be permitted under the National Pollution Discharge Elimination System (NPDES) program (Phase II); and,

WHEREAS, the Indiana Department of Environmental Management, hereinafter referred to as "IDEM", has designated Hendricks County and the Town of Pittsboro as MS4 Entities under the provisions of 327IAC 15-13 (Rule 13); and,

WHEREAS, the Storm Water Phase II Rule 13 extends coverage of the NPDES Storm Water Program to all Small MS4s, requiring the implementation of a six (6) element program minimum control measures (MCMs) and the implementation of best management practices (BMPs) to satisfy each of the MCMs; and,

WHEREAS, each MS4 entity is responsible for implementation of all six MCMs in their own jurisdiction; and,

WHEREAS, the Town of Pittsboro and Hendricks County will cooperate in certain activities regarding the Rule 13 program;

NOW THEREFORE BE IT RESOLVED THAT THE PARTIES DO HEREBY AGREE AS FOLLOWS FOR HENDRICKS COUNTY, THROUGH THE HENDRICKS COUNTY PARTNERSHIP FOR WATER QUALITY, AND THE TOWN OF PITTSBORO:

1. Hendricks County will be responsible for the development and implementation of a Joint Storm Water Quality Phase II Public Education and Involvement Program that will include BMPs such as:
 - a. Education Committee Meetings - This meeting will be provided to partners to exchange ideas and discuss upcoming events. The County's Education Coordinator will be the chairperson for this committee and be responsible for organizing the meetings. The group will meet on a monthly or as needed basis.
 - b. Website – www.hccleanwater.org will link to the Town of Pittsboro. This website will be updated regularly with Partnership events and education materials. Hits will be tracked for annual reporting.

- c. News Articles/Newsletter Articles/Press Releases – The Town of Pittsboro and the County are required by their Part Cs to place a quarterly or semi-annual article in a local paper or newsletter. The County's Education Coordinator will be responsible for placing these articles in the appropriate newspaper/newsletter to meet this requirement. The Town of Pittsboro will be responsible for providing due dates and contacts for the appropriate newspaper/newsletter. The Partnership will decide on different topics that it would like to cover throughout the year. The County's Education Coordinator will also be responsible for providing press releases to the media for different events that the Town of Pittsboro participates in through the Partnership.
 - d. Ag Day – This event will take place annually at the Hendricks County 4-H Fairgrounds with participating schools throughout the County. Jessica Norcross from SWCD will be asking for volunteers to contribute their time on this day.
 - e. Contractor's Workshop – This workshop is for builders, developers, and contractors to better understand the requirements of working in Hendricks County. It will help educate them on issues such as erosion control.
 - f. Clean-Up Events – The Spring Clean-Up Event will be scheduled annually and the date set will be discussed at an Education meeting with all Partners. The event will include educational presentations, and other handouts along with Meth-Lab training for team leaders, promotional items, and information on other events. All towns will be required to help find areas for clean-up for their volunteer groups.
 - g. 4-H Fair Booth – One booth will be rented to provide adequate space for the Partnership. The Partnership will discuss the message for each year. Each Partner will fill spots needed to man the booth. Promotional items and brochures will be given.
 - h. Brochures – Brochures will be developed and distributed to specific target audiences as required.
 - i. Mass Media Opportunities/Public Service Announcements – Public Service Announcements is a great way to spread the message. The Partnership will decide where it would like the PSAs to show and what message it would like them to contain.
 - j. Education Programs in Schools – Educational storm water programs will be provided as schools request them. The County's Education Coordinator will also assist and or provide storm water programs or demonstrations with the Town of Pittsboro when the Town of Pittsboro is having a function for the school and requests assistance as time allows.
 - k. Other BMPs may become necessary for implementation by all involved entities.
2. Hendricks County will be responsible for providing any information necessary to the Town of Pittsboro for generating annual reports as required by IDEM, with respect to its involvement in Partnership activities.
 3. The Town of Pittsboro agrees to participate in the above mentioned activities and agrees to pay Hendricks County a program fee based on a sum agreed, relating to the tasks above. The figure for the Town of will be \$1,635.00.
 4. This program is for 2009 and thereafter. Program fees are due to the County within thirty (30) days of being invoiced.

5. Either party may during the fourth quarter of each year provide the other party with written notice of its intent to withdraw from the Agreement.

IT IS FURTHER UNDERSTOOD that this agreement becomes effective when both parties are signatory hereto.

This AGREEMENT, made and entered into as of the 27 day of JULY, 2009.

Board of Hendricks County Commissioners

By: 

David A. Whicker, President

Date: 7-28-09

Town of Pittsboro

By: 

Jim Mardis, Town Manager

Date: 7/22/2009

MEMORANDUM OF AGREEMENT

Regarding

**Cooperation and Coordination of Implementing 327 IAC 15-13 (Rule 13) within
Hendricks County**

Between

Hendricks County (through the Hendricks County Partnership for Water Quality)

And

The Town of Brownsburg, Indiana

WHEREAS, the Federal Clean Water Act requires storm water discharges from certain types of urbanized areas to be permitted under the National Pollution Discharge Elimination System (NPDES) program (Phase II); and,

WHEREAS, the Indiana Department of Environmental Management, hereinafter referred to as "IDEM", has designated Hendricks County and the Town of Brownsburg as MS4 Entities under the provisions of 327IAC 15-13 (Rule 13); and,

WHEREAS, the Storm Water Phase II Rule 13 extends coverage of the NPDES Storm Water Program to all Small MS4s, requiring the implementation of a six (6) element program, minimum control measures (MCMs) and the implementation of best management practices (BMPs) to satisfy each of the MCMs; and,

WHEREAS, each MS4 entity is responsible for implementation of all six MCMs in their own jurisdiction; and,

WHEREAS, the Town of Brownsburg and Hendricks County will cooperate in certain activities regarding the Rule 13 program;

NOW THEREFORE BE IT RESOLVED THAT THE PARTIES DO HEREBY AGREE AS FOLLOWS FOR HENDRICKS COUNTY, THROUGH THE HENDRICKS COUNTY PARTNERSHIP FOR WATER QUALITY, AND THE TOWN OF BROWNSBURG:

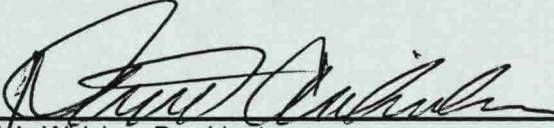
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 - a. Education Committee Meetings - This meeting will be provided to partners to exchange ideas and discuss upcoming events. The County's Education Coordinator will be the chairperson for this committee and be responsible for organizing the meetings. The group will meet on a monthly or as needed basis.
 - b. Website – www.hccleanwater.org will link to the Town of Brownsburg. This website will be updated regularly with Partnership events and education materials. Hits will be tracked for annual reporting.

- c. News Articles/Newsletter Articles/Press Releases – The Town of Brownsburg and the County are required by their Part Cs to place a quarterly or semi-annual article in a local paper or newsletter. The County's Education Coordinator will be responsible for placing these articles in the appropriate newspaper/newsletter to meet this requirement. The Town of Brownsburg will be responsible for providing due dates and contacts for the appropriate newspaper/newsletter. The Partnership will decide on different topics that it would like to cover throughout the year. The County's Education Coordinator will also be responsible for providing press releases to the media for different events that the Town of Brownsburg participates in through the Partnership.
 - d. Ag Day – This event will take place annually at the Hendricks County 4-H Fairgrounds with participating schools throughout the County. Jessica Norcross from SWCD will be asking for volunteers to contribute their time on this day.
 - e. Contractor's Workshop – This workshop is for builders, developers, and contractors to better understand the requirements of working in Hendricks County. It will help educate them on issues such as erosion control.
 - f. Clean-Up Events – The Spring Clean-Up Event will be scheduled annually and the date set will be discussed at an Education meeting with all Partners. The event will include educational presentations, and other handouts along with Meth-Lab training for team leaders, promotional items, and information on other events. All towns will be required to help find areas for clean-up for their volunteer groups.
 - g. 4-H Fair Booth – One booth will be rented to provide adequate space for the Partnership. The Partnership will discuss the message for each year. Each Partner will fill spots needed to man the booth. Promotional items and brochures will be given.
 - h. Brochures – Brochures will be developed and distributed to specific target audiences as required.
 - i. Mass Media Opportunities/Public Service Announcements – Public Service Announcements are a great way to spread the message. The Partnership will decide where it would like the PSAs to show and what message it would like them to contain.
 - j. Education Programs in Schools – Educational storm water programs will be provided as schools request them. The County's Education Coordinator will also assist and or provide storm water programs or demonstrations with the Town of Brownsburg when the Town of Brownsburg is having a function for the school and requests assistance as time allows.
 - k. Other BMPs may become necessary for implementation by all involved entities.
- 2. Hendricks County will be responsible for providing any information necessary to the Town of Brownsburg for generating annual reports as required by IDEM, with respect to its involvement in Partnership activities.
 - 3. The Town of Brownsburg agrees to participate in the above mentioned activities and agrees to pay Hendricks County a program fee based on a sum agreed, relating to the tasks above. The figure for the Town of Brownsburg will be \$2909.00.
 - 4. This program is for 2009 and thereafter. Program fees are due to the County within thirty (30) days of being invoiced.
 - 5. Either party may during the fourth quarter of each year provide the other party with written notice of its intent to withdraw from the Agreement.

IT IS FURTHER UNDERSTOOD that this agreement becomes effective when both parties are signatory hereto.

This AGREEMENT, made and entered into as of the 23 day of June, 2009.

Board of Hendricks County Commissioners

By:  Date: 6-23-09
David A. Whicker, President

Town Council

By:  Date: 6/11/09
Brownsburg, Town Council President



Date: June 12, 2009

Hendricks County Partnership for Water Quality
195 Meadow Dr., Suite 1
Danville, IN 46122

RE: MOA

The Town of Brownsburg, Council President has signed the agreement of the Cooperation and Coordination of Implementing 327 IAC 15-13 (Rule 13) within Hendricks County between Hendricks County (through the Hendricks County Partnership for Water Quality) and the Town of Brownsburg. Please have the County Commissioner President sign and return a copy to the Town of Brownsburg for our records.

Thank you,

A handwritten signature in cursive script that reads "D. Christine Curtis".

D. Christine Curtis
Assistant Town Manager
61 N. Green Street
Brownsburg, IN 46112
317-858-6032

INTERLOCAL AGREEMENT

Whereas, the Hendricks County and the "Company" KS Hendricks Partners, LLC have established this "Agreement", as set forth in a certain agreement between the Hendricks County and the Indiana Economic Development Corporation (IEDC) as approved by this Agreement.

The Company shall create 465 net, new, full-time positions for Indiana resident workers earning an average hourly wage of \$12.97 and shall invest \$66,900,000 for the project for which this Agreement is rendered.

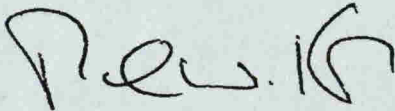
If the Company does not meet the job creation and investment goals by the Goal Date for this project, the IEDC may decline reimbursement to Hendricks County and the County will require the Company to pay the County for any funds that will be declined. In addition, if any funds have been provided to the County and must be clawed-back for lack of goals being met, the Company will be required to pay said costs.

This Interlocal Agreement shall be in full force and effect from and after its signing by the President Hendricks County Board of Commissioners and the authorized person for the Company.

DATE: 12-22-09



David A. Whicker, President
Hendricks County Board of Commissioners



Paul W. Kite, Manager
KS Hendricks Partners, LLC

Attested: _____

