

## 2012 OTHER IMPORTANT DOCUMENTS

Adopting Body	Description	Number	Date
Council	Police Retirement Plan - 1st Amendment	1	1/12/2012
Commissioners	Remote E-mail Access Policy	2	1/24/2012
Commissioners	Disaster Emergency Proclamation	3	6/26/2012
Commissioners	Disaster Emergency Proclamation ( Includes Fireworks Ban)	4	7/3/2012
Commissioners	Purchase Sale Agreement with CSX	5	9/11/2012
Commissioners	Interlocal Agreement - Traffic Signal at CR 100 S & Ronald Reagan Parkway	6	9/11/2012
Commissioners	Letter of Mutual Agreement - Town of Avon Emergency Preemption Equipment	7	9/25/2012
Council & Commissioners	Objection to Proposed Brownsburg TIF district Expansion	8	12/13/2012
Council & Commissioners	Agreement for Improvements to Progress Dr. Pittsboro	9	12/13/2012
Council & Commissioners	Interlocal Agreement - Clean Water Department & Regional Sewer District	10	12/13/2012
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Compensation solely for the purpose of determining benefit limitations under Section 6.05.

"(e) All other provisions of the Plan shall be interpreted to provide a reemployed veteran who meets all requirements of applicable federal law for reemployment rights with all rights under the Plan which are required under applicable federal law."

4. Article III of the Plan is amended by the addition of the following Section 3.04, effective January 1, 2011 to incorporate the service purchase provisions and shall read as follows:

**Section 3.04. Service Purchase.**

"(a) A Participant who satisfies the eligibility requirements of this Section 3.04 may elect to purchase additional Credited Service in this Plan for the Participant's prior service credited under a Public Retirement Fund. A 'Public Retirement Fund' refers to any of the following, either singly or collectively: 1) the public employees' retirement ... fund, 2) the Indiana state teachers' retirement fund, 3) the state excise police, gaming agent, gaming control officer, and conservation enforcement officers' retirement fund, 4) the state police pension trust, 5) the 1977 police officers' and firefighters' pension and disability fund, and 6) a county Sheriff's retirement plan established by a department other than the Employer.

"(b) A Participant must satisfy the following requirements to be eligible to purchase Credited Service:

1. be employed by the Employer at the time of election to purchase additional Credited Service;
2. may **not** have any vested benefit under the Public Retirement Fund; and
3. may **not** be an active participant in the Public Retirement Fund at the time of application for the purchase of Credited Service.

"The Participant shall complete any forms required by the Public Retirement Fund in which the prior service was earned and any forms required by this Plan.

"(c) If the Participant satisfies the eligibility requirements in (b), such Participant may make a transfer to purchase Credited Service under this Plan equal to the Credited Service that would be purchased by a contribution of the transferred amount computed at the actuarial present value for an individual whose salary and age would be the same as the salary and age of the Participant on the transfer date; provided, however, Credited Service may not be purchased for a period greater than the Participant's prior service in the Public Retirement Fund.

"(d) If the Participant is one hundred percent (100%) vested in this Plan or has satisfied the Credited Service requirement for Early Retirement when he severs employment with the Employer, the purchase of Credited Service **shall** be included in the calculation of the Participant's monthly benefit.

"(e) If the Participant is not one hundred percent (100%) vested in this Plan when he severs employment with the Employer, the purchase of Credited Service **shall not** be included in the calculation of the Participant's monthly benefit. The Participant may request a refund of the transferred amount, with adjustment for interest at a rate that ensures the Plan remains actuarially cost neutral.

"(f) To the extent permitted by the Internal Revenue Code and applicable regulations, the Plan may accept the following as payment by the Participant for the purchase of Credited Service:

1. A direct rollover from a qualified plan under Section 401(a) or 403(a) of the Internal Revenue Code, a 403(b) plan, a 457(b) plan, or an individual retirement account or annuity under Section 408(a) or (b) of the Internal Revenue Code, or

2. A trustee to trustee transfer from a 403(b) plan or an eligible deferred compensation plan under 457(b) to the extent permitted by the Internal Revenue Code.

"The plan from which payment for the purchase of service is received does not have to be the same plan in which the prior service was earned.

"(g) The Employer may deny an application for purchase of service credit if the transfer would exceed the limitations under Section 415 of the Internal Revenue Code. Any transfer pursuant to this Section is irrevocable, and a transfer may not exceed the amount necessary to fund the service purchase. Any amounts in the Public Retirement Fund after the transfer shall remain subject to the Public Retirement Fund's provisions.

"(h) A Participant who has elected to enter the Deferred Retirement Option Program provided in Section 5.04 **shall not** be eligible to elect to purchase additional Credited Service during the DROP Period."

5. In accordance with the Worker, Retiree, and Employee Recovery Act of 2008, Section 6.05 is hereby amended by the addition of the following subsection (e), effective January 1, 2009 to read as follows:

"(e) Notwithstanding the foregoing, effective January 1, 2009, the mortality table for adjusting any benefit or limitation under Internal Revenue Code Section 415(b)(2)(B)(C) or (D) shall be the mortality table prescribed by the Secretary of the

Treasury pursuant to Section 417(e)(3) of the Internal Revenue Code modified as appropriate by the Secretary of the Treasury based on the mortality table specified for the Limitation Year by the Secretary and determined under subparagraph (A) of Section 430(h)(3) of the Internal Revenue Code (without regard to subparagraph (C) or (D) of such Section), Revenue Ruling 2007-67 and any other guidance provided by the Internal Revenue Service."

6. In accordance with the Pension Protection Act of 2006 and the Worker, Retiree, and Employee Recovery Act of 2006, Section 6.07 of the Plan is hereby amended in its entirety, effective January 1, 2008 to read as follows:

**"Section 6.07. Direct Rollovers.**

"(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

"(b) Definitions. The following terms shall have the following meanings:

(1) An 'Eligible Rollover Distribution' means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the Distributee's Designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities). A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Internal Revenue Code Sections 408(a), 408(b), or 408A (as permitted by the Internal Revenue Code), or to a qualified plan described in Section 401(a), 403(a), or 403(b) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) An 'Eligible Retirement Plan' means (i) a traditional individual retirement account described in Sections 408(a), (ii) effective for distributions made on or after January 1, 2008, a Roth IRA described

in Section 408A of the Internal Revenue Code subject to income restrictions applicable prior to January 1, 2010 on the portion of the eligible rollover distribution that is not attributable to a designated Roth account, (iii) an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, (iv) an annuity plan described in Section 403(a) of the Internal Revenue Code, (v) a qualified trust described in Section 401(a) of the Internal Revenue Code, (vi) a plan described in Section 403(b) of the Internal Revenue Code, and (vii) an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. All definitions of 'Eligible Retirement Plan' shall apply in the case of a distribution to a spouse, surviving spouse, or to a former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code. An Eligible Retirement Plan is limited to items (i), (ii), and (iii) of this subsection (b)(2) for a Designated Beneficiary who is not the Participant's spouse.

(3) A 'Distributee' includes: (i) an Employee, (ii) former Employee, (iii) the Employee's or former Employee's surviving spouse, (iv) the Employee's or former Employee's Alternate Payee under a Qualified Domestic Relations Order, and (v) the Employee's or former Employee's Designated Beneficiary. The Direct Rollover of a Designated Beneficiary who is not the Participant's spouse must be made to an inherited IRA pursuant to the provisions of Internal Revenue Code Section 408(d)(3)(C). (It is noted that for Plan Years commencing prior to January 1, 2010, an Eligible Rollover Distribution that is distributed from the Plan in cash to a distributee who is a non-spouse Beneficiary (i.e., not paid as a Direct Rollover) shall be subject to applicable income tax withholding rules, but not the mandatory twenty percent (20%) income tax withholding otherwise required under Q&A-1 as contained in Treasury Regulation Section 1.401(a)(31)-1. For Plan Years commencing on or after January 1, 2010, an eligible rollover distribution made with respect to a distributee who is a non-spouse Beneficiary shall be subject to the notice requirement under Section 402(f) of the Internal Revenue Code and the mandatory twenty percent (20%) income tax withholding requirement under Section 3405(c) of the Internal Revenue Code in the same manner as an eligible rollover distribution made to any other distributee under the Plan.

(4) A 'Direct Rollover' is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee."

7. In accordance with the curative amendment required by the Internal Revenue Service, Section 7.01(a) is hereby revised, effective as of the date of the GUST restatement by the addition of the following sentence:

"Upon attainment of Normal Retirement Age, a Participant shall be one hundred percent (100%) vested even if he has not severed employment."

8. In accordance with the provisions of the service purchase allowance, Section 7.01(a)(1) is hereby amended in its entirety, effective January 1, 2011, to read as follows:

"(1) A lump sum payment which shall consist of the Net Amount of Contributions as of the date of severance plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.04 for the purchase of Credited Service."

9. In accordance with the service purchase allowance, the first paragraph in Section 7.02(a) of the Plan is hereby amended, effective January 1, 2011 to read as follows:

"(a) If a Participant's employment with the Employer severs because of a medically determinable mental or physical disability which renders him unable to engage in any substantial gainful activity, and such condition is expected to result in death or to last for a continuous period of not less than twelve (12) months, and if such disability occurs before the Participant begins receiving any other benefit under this Plan, such Participant shall be entitled to receive an immediate monthly pension benefit in the amount of his benefit earned as set forth in Section 6.01 computed as of his date of severance from employment. Such pension shall be payable monthly but only so long as or until the aggregate amount of monthly payments equals the Participant's Net Amount of Contributions as of severance plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.04 for the purchase of Credited Service. As of the date such aggregate amount of monthly payments equals the Participant's Net Amount of Contributions and transferred amount, the benefits shall cease. Notwithstanding the foregoing, a Participant who is eligible for the disability benefit hereunder may elect to receive such benefit as a lump sum payment of his Net Amount of Contributions plus the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.04 for the purchase of Credited Service as of his date of severance from employment in lieu of the monthly benefit provided in this subsection (a)."

10. In accordance with the service purchase allowance, Section 7.02(b) of the Plan is hereby amended, effective January 1, 2011 to read as follows:

"(b) A Participant who is eligible for the benefit described in this Section 7.02 shall be reinstated in the vested interest in his severance benefit payable under Section 7.01 under the following circumstances:

- (1) disability benefits from the Hendricks County Police Benefit Plan cease; or
- (2) disability benefits from the Hendricks County Police Benefit Plan did not commence.

The severance benefit shall be deferred as provided in Section 7.01(c) and shall be reduced for benefits paid under Section 7.02(a) attributable to the amount transferred by the Participant (adjusted for interest) pursuant to Section 3.04 for the purchase of Credited Service but shall not be reduced for benefits paid under Section 7.02(a) attributable to the Participant's Net Amount of Contributions. Such a Participant shall be reinstated in his benefit under this Plan regardless of whether or not he returns to the active employment of the Employer. In determining the amount of such vested interest prior to the reduction described above, the Participant shall be treated like a Participant who severed employment under Section 7.01 for reasons other than disability, and his date of severance shall mean his last working day as an Employee without reference to any days or time for which he may receive credit or compensation, such as for vacation, severance pay, or for other authorized reasons."

11. In accordance with the provisions of the service purchase option, Section 8.01 of the Plan is hereby amended, effective January 1, 2011 to read as follows:

**"Section 8.01. Death Benefits After Retirement.** If a Participant dies after retirement benefits have commenced, the death benefit shall be in accordance with the provisions of the form of benefit paid under Article VI at the time of retirement. If at the time of the death of a Beneficiary receiving a benefit in accordance with Section 6.04 the aggregate payments to the Pensioner and the Beneficiary (including the DROP Frozen Benefit and the DROP Benefit Accumulation) do not equal or exceed (a) the Participant's Net Amount of Contributions plus (b) the amount transferred by the Participant (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) pursuant to Section 3.04 for the purchase of Credited Service, then the difference between such aggregate and (a) the Net Amount of Contributions plus (b) the transfer amount for the purchase of Credited Service (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral) shall be paid to such Beneficiary's estate in a lump sum."

12. In accordance with the provisions of the service purchase option, Section 8.02(a) of the Plan is hereby amended, effective January 1, 2011 to read as follows:

"(a) If an unmarried Participant or, if a married Participant who does not have a vested interest in the Plan dies while employed by the Employer or after severance from employment for any reason, but prior to the commencement of any benefit from this Plan, if he has not entered the DROP, his designated Beneficiary shall be entitled to receive a

death benefit which shall be a lump sum equal to his Net Amount of Contributions at time of death plus the amount transferred by the Participant pursuant to Section 3.04 for the purchase of Credited Service (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral). If the Participant has entered the DROP, his designated Beneficiary shall be entitled to receive a death benefit which shall be a lump sum equal to the greater of (i) his DROP Benefit Accumulation or (ii) the Net Amount of Contributions at time of death plus the amount transferred by the Participant pursuant to Section 3.04 for the purchase of Credited Service (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral). If a married Participant dies who have a vested interest in the Plan, his designated Beneficiary shall be entitled to the same benefit described above, except he shall not be entitled to the amount transferred by the Participant pursuant to Section 3.04 for the purchase of Credited Service (adjusted for interest at a rate that ensures the Plan remains actuarially cost neutral)."

13. In accordance with the provisions of the service purchase option, the first paragraph of Section 8.02(b) of the Plan is hereby amended, effective January 1, 2011 to read as follows:

"(b) In addition to the refund of the Net Amount of Contributions, if a married Participant who has a vested benefit in the Plan dies while employed by the Employer or after severance from employment, for any reason, but prior to the commencement of any benefit from this Plan, his surviving spouse shall be entitled to a monthly survivor benefit payable in accordance with this subsection (b) for the remaining lifetime of such surviving spouse. If the Participant had satisfied the requirements for Early Retirement at the date of his death, then such monthly survivor benefit shall commence as of the first day of the month following his date of death unless the spouse elects a later commencement date. However, such later commencement date may not be later than the Participant's Normal Retirement Date. The amount of the death benefit shall be equal to the survivor annuity that would have been payable if the Participant had severed employment and immediately prior to his date of death had commenced receipt of his retirement benefits in the form of an Actuarially Equivalent one hundred percent (100%) joint and survivor annuity with adjusted level monthly payments to the Participant during his lifetime and continued monthly payments in the same amount for the lifetime of his surviving spouse."

14. Any other Sections of the Plan required to be amended by the Pension Protection Act of 2006 in a manner consistent with this Amendment are hereby deemed to be amended.

In witness of its adoption of the foregoing amendment to the Plan, the Employer has caused this amendment to be executed as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

HENDRICKS COUNTY SHERIFF'S DEPARTMENT

By David D. Galloway  
Sheriff of Hendricks County

Approved and ratified at a meeting of the Hendricks County Sheriff's Merit Board on the 6<sup>th</sup> day of December 2011

HENDRICKS COUNTY SHERIFF'S MERIT BOARD

Lowell D. Petree

Approved and ratified at a meeting of the County Council of Hendricks County on the 12 day of January, 2012.

COUNTY COUNCIL OF HENDRICKS COUNTY

Jay R. Hea President

## Remote E-mail Access Policy

Remote e-mail access will be granted to elected officials who request access; department heads; exempt employees; and hourly, non-exempt employees approved by the County Commissioners or their representatives. A non-exempt employee is required to track after hour remote e-mail access and record that time on their time record for payment. It remains the responsibility of the administrator to authorize any work hours in excess of 35 in a work week. Hours in excess of 40 in a work week will be paid at time and one half. Unauthorized access, and failure by a non-exempt employee to record time for payroll purposes, will result in disciplinary action up to and including termination. Remote e-mail access is defined as either connecting or syncing a personal mobile device directly to the county e-mail server or accessing county e-mail via the county webmail internet website.

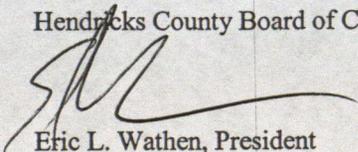
To provide remote e-mail access to exempt employees, the administrator shall notify the Computer Center Systems Administrator and provide the names of those exempt staff persons in his or her department that need remote e-mail access. The Computer Department will maintain a log of individuals who have been granted access.

To provide remote e-mail access to a non-exempt employee, an administrator must submit a written request to the Human Resources Department naming the individual, title, and the reason for the request. As a general rule a non-exempt employee will not be granted remote e-mail access with primarily office related responsibilities and few out of the office duties. To obtain authorization for remote access to a non-exempt employee, the administrator must demonstrate the non-exempt employee needs access for one or more of the following reasons; public safety, criminal justice, emergency response, inspections or management of a specific project or program. The Human Resources Director, Computer Center Systems Administrator and Administrator to the Commissioners will meet, review the written request and make a determination on whether or not a non-exempt employee will have remote e-mail access. If an administrator disagrees with the determination the administrator may appeal the request to the County Commissioners. The Computer Center will maintain a log of individuals who have been granted access.

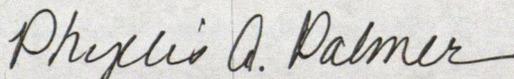
Remote e-mail access may be suspended if e-mail server performance is impacted by the additional connections allowed by this policy. Additionally, the Computer Center staff will only assist connecting the default exchange e-mail client on a personal mobile device to the County e-mail server and will offer no additional support for any other application running on these devices. Any charges incurred in connecting personal devices to the County e-mail system will be the responsibility of the individual and not the County.

Approved and adopted this 24 day of January, 2012.

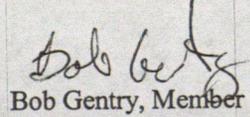
Hendricks County Board of Commissioners



Eric L. Wathen, President



Phyllis A. Palmer, Vice President



Bob Gentry, Member

ATTEST: Cinda Kattau  
Cinda Kattau, Auditor

# DISASTER EMERGENCY PROCLAMATION

## HENDRICKS COUNTY, INDIANA

WHEREAS, Hendricks County, Indiana is immediately threatened by a natural disaster – specifically, County wide drought conditions, and;

WHEREAS, as of the 26<sup>th</sup> day of June, 2012 at 9:00 AM we find Hendricks County to be at risk of widespread fire hazards because of the ongoing drought conditions and;

WHEREAS, a County wide burn ban affecting certain activities is an appropriate public safety response to the fire hazards presented by the current drought conditions;

NOW THEREFORE, we the Hendricks County Board of Commissioners, declare, pursuant to the provisions of IC 10-14-3-29, that a state of emergency exists in the County and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in the County for the exercise of all necessary emergency authority for protection of the lives and property of the people of Hendricks County.

We also declare that, effective immediately, the following activities are prohibited in Hendricks County:

1. Campfires and other recreational fires, unless enclosed in fire ring with dimensions of 23 inches in diameter X 10 inches high or larger;
2. Open burning of any kind using conventional fuel such as wood, or other combustible matter, with the exception of grills fueled by charcoal briquettes or propane;
3. The burning of debris, such as timber or vegetation, including such debris that results from building construction activities; and

Burning will be allowed in burn barrels with ¼ mesh top from dawn to dusk only.

Charcoal from permitted grills shall not be removed from the grills until the charcoal has been thoroughly extinguished.

Reference is hereby made to all appropriate laws, statues, ordinances and resolutions and particularly to Section 10-14-3-29 of the Indiana Code.

All public offices and employees of Hendricks County are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives whether state and local.

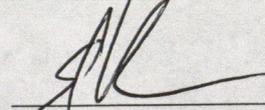
All residents are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster service forces in executing emergency operation plans, and to obey and comply with the lawful directions of properly identified officers.

All operating forces will direct their communications and requests for assistance and operations directly to the Communications Center.

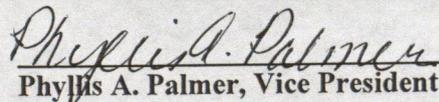
This Disaster Emergency Proclamation shall be in effect for seven (7) days and the Hendricks County Board of Commissioners hereby consents to extending the ban for one or more seven (7) days prior until the drought eases and the Hendricks County Board of Commissioners Rescind the ban.

IN WITNESS, THEREOF, we have hereunto set our hand this 26<sup>th</sup> day of June, 2012.

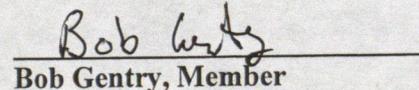
HENDRICKS COUNTY  
BOARD OF COMMISSIONERS



Eric L. Wathen, President

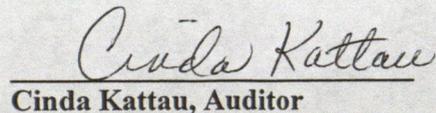


Phyllis A. Palmer, Vice President



Bob Gentry, Member

ATTEST:



Cinda Kattau, Auditor

# DISASTER EMERGENCY PROCLAMATION

## HENDRICKS COUNTY, INDIANA

WHEREAS, Hendricks County, Indiana is immediately threatened by a natural disaster-specifically county wide drought conditions, and;

WHEREAS, as of the third day of July, 2012 at 3:30 PM we find that Hendricks County to be at risk of widespread fire hazards because of the ongoing drought conditions and;

WHEREAS, a Hendricks County wide burn ban affecting certain activities is an appropriate public safety response to the fire hazards presented by the current drought conditions;

NOW THEREFORE, we the Hendricks County Board of Commissioners, declare, pursuant to the provisions of IC 10-14-3-29, that a state of emergency exists in the County and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in Hendricks County for the exercise of all necessary emergency authority for protection of the lives and property of the people of Hendricks County.

We also declare that, effective immediately, the following activities are prohibited in Hendricks County:

1. Campfires and other recreational fires, unless enclosed in fire ring with dimensions of 23 inches in diameter X 10 inches high or larger;
2. Open burning of any kind using conventional fuel such as wood, or other combustible matter, with the exception of grills fueled by charcoal briquettes or propane;
3. The burning of debris, such as timber or vegetation, including such debris that results from building construction activities; and
4. The use, ignition and/or discharge of any consumer fireworks/pyrotechnics.

Be it further ordered by this Hendricks County Board of Commissioners that any person/s found to be in violation of this Proclamation shall be subject to a penalty not to exceed \$2,500.00 and may be subject to incarceration and civil damages for injuries and/or property damages resulting from violation of this proclamation.

Burning will be allowed in burn barrels with ¼ mesh top from dawn to dusk only.

Charcoal from permitted grills shall not be removed from the grills until the charcoal has been thoroughly extinguished.

Reference is hereby made to all appropriate laws, statues, ordinances and resolutions and particularly to Section 10-14-3-29 of the Indiana Code.

All public offices and employees of Hendricks County are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives whether state and local.

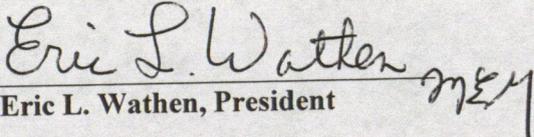
All residents are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster service forces in executing emergency operation plans, and to obey and comply with the lawful directions of properly identified officers.

All operating forces will direct their communications and requests for assistance and operations directly to the Communication Center.

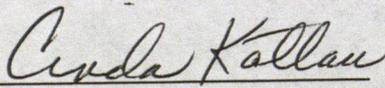
This Disaster Emergency Proclamation shall be in effect until July 10, 2012 at 9 AM. At that time the Hendricks County Board of Commissioners shall revisit the emergency to decide if the need for extension of the emergency proclamation is necessary.

IN WITNESS, THEREOF, we have hereunto set our hand this 3<sup>rd</sup> day of July, 2012.

HENDRICKS COUNTY BOARD  
OF COMMISSIONERS

  
Eric L. Wathen, President

ATTEST:

  
Cinda Kattau, Auditor

9/11 #5

## PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o CSX Real Property, Inc. - J915, 6737 Southpoint Drive South, Jacksonville, Florida 32216-6177, hereinafter called the "Seller", and HENDRICKS COUNTY INDIANA BOARD OF COUNTY COMMISSIONERS, whose address is 355 South Washington Street, Suite 204, Danville, Indiana 46122, hereinafter called the "Buyer", provides:

1. **PURCHASE AND SALE:** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises, as hereinafter defined, pursuant to and in accordance with the terms and conditions of this Agreement. Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, hereinafter called the "Premises". The Premises is located at County of Hendricks, State of Indiana, and contains 11.02 acres, more or less.

2. **PRICE:**

2.1 The purchase price for the Premises is ONE HUNDRED FIFTEEN THOUSAND AND NO/100 U.S. DOLLARS (\$115,000.00) (hereinafter the "Purchase Price").

3. **DEPOSIT:**

3.1 A non-interest bearing deposit in the amount of TEN AND NO/100 U.S. DOLLARS (\$10.00) (hereinafter the "Deposit") accompanies Buyer's execution of this Agreement. The balance of the Purchase Price shall be paid at settlement or closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller.

3.2 The Deposit shall be applied to the Purchase Price at Closing. The Deposit shall be refunded to Buyer only in the event Buyer's Offer (as defined in Section 4.1) is not accepted by Seller as provided for in Section 4.1 or upon termination as provided for in Sections 5.2, 7.2, 10.3, 13.4 and/or 17 hereof.

3.3 If Buyer fails to Close pursuant to Section 9 or perform in accordance with the terms hereof, Buyer agrees and consents that the Deposit may be forfeited to and retained by Seller, at Seller's sole option.

4. **OFFER, ACCEPTANCE, CONTRACT:**

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of thirty (30) days from the date of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement. Failure of Seller to accept the Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void, and the Deposit shall be returned to Buyer.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

## 5. CONTINGENCIES:

5.1 This Agreement is contingent upon the following events, if any:

- (a) Environmental Assessment delivered to Seller at a minimum in conformance with Exhibit B, attached hereto and made a part hereof. Seller and Buyer agree that the ATC Associates, Inc. Project No. 86.27169.004 Soil Screening Report, previously provided to Seller, which includes sample IDs HA-86 through HA-89, shall meet this contingency and shall satisfy any and all testing requirements.
- (b) Seller shall have received an approved Buyer's Soil Management Plan and Capping Plan referred to in Exhibit B.
- (c) Seller has approved the legal description of the Premises which has been provided to Seller by Buyer and is included in Exhibit "A"
- (d) Seller shall provide Buyer with copies of all general agreements referenced in Section 6.5, if any, as well as all other known utility easements running with the land.

5.2 The contingencies listed in Section 5.1 above must be satisfied or complied with on or before ninety (90) days following Seller's acceptance of this Agreement (the "Contingency Date"). If the contingencies listed in Section 5.1 are not satisfied or complied with by the Contingency Date, Buyer may, at Buyer's sole option, elect to terminate this Agreement by written notice to Seller given on or before the Contingency Date. If terminated, the Buyer shall be entitled to a refund of the Deposit, and Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises. If written notice to terminate is not given by Buyer to Seller on or before the Contingency Date, the option to terminate shall be deemed waived, the Deposit shall not be refunded to the Buyer, and Buyer and Seller will proceed to Closing in accordance with the remaining terms of this Agreement.

## 6. DEED:

6.1 A form of deed in conformance with the terms of this Agreement to convey the Premises to the Buyer has been approved by both parties and is included herein as Exhibit "C"..

6.2 The conveyance shall be by quitclaim deed conveying all of Seller's right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The Buyer specifically reserves the right to remove any and all illegal or invalid occupancies, encroachments, ways and servitudes after closing. Buyer reserves the right to grant easements, encroachments, and occupancies, after closing, that are not inconsistent with the use of the property as a recreational trail or existing fiber optic easement. The provisions of this Section shall survive Closing.

6.3 The release of Seller's mortgage(s), judgment(s) or lien(s), if any, shall be included in the deed or, at Seller's option, by separate instrument.

6.4 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed solely for use as a recreational trail.. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a recreational trail and that the Premises will not be used for (a) any residential purpose

of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), or (b) any public or private school, day care, or any organized long-term or short term child care of any kind. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives, lessees, and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement or use of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

6.5 Seller may or may not have entered into general agreements with utility companies for utility crossings over or under the Premises. Such general agreements may require Seller to reserve a permanent easement for the utility. If Seller determines that the Premises has existing utilities constructed pursuant to such general agreements, Seller shall have the right to reserve an easement or easements for such utility crossing or crossings. The format for such a reserved utility easement shall be as follows:

RESERVING unto Grantor, for itself, its successors and/or assigns, a perpetual \* easement, \* feet (\*) in width, hereinafter the "Easement", upon and along, over, under or across as the case may be, the Premises, together with ancillary surface rights, for the purpose of maintaining, operating, inspecting, repairing, reconstructing, renewing and/or replacing existing overhead and/or underground \* facilities and necessary appurtenances (poles, guys, anchors, ducts, fixtures, appliances) devoted solely to such existing \* usage, herein collectively the "Facility(ies)"; TOGETHER WITH the further rights to convey or assign said reserved Easement, in whole or in part.

6.6 The deed shall contain the following clause:

RESERVING unto Grantor, its successors and assigns, a perpetual exclusive easement, hereinafter the "Occupancy Easement", in, over, under and along those portions of the Premises encumbered by existing occupancies of every type and nature, whether recorded or not, together with the right to maintain, operate, use, replace, relocate, within the "Occupancy Easement", renew and remove such occupancies, TOGETHER WITH the further right to assign the Occupancy Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Occupancy Easement and/or the rights reserved pursuant thereto.

FURTHER RESERVING unto Grantor, its successors and assigns, a perpetual exclusive utility easement, hereinafter "the Utility Easement", in, over, under and along the entirety of the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of fiber optics and all ancillary equipment and facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Premises, and such surface rights as are reasonably necessary to accomplish the same, TOGETHER WITH the further right to assign the Utility Easement, and/or the rights reserved pursuant thereto, in whole or in part, PROVIDED that the exercise of such rights does not materially and unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Occupancy Easement or any facilities subsequently placed within the Utility Easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement or the Utility Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Premises at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

**7. TITLE SEARCH, INSURANCE:**

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

7.3 As information, Seller's source of title to the Premises is believed to be:

<u>INSTRUMENT/PARTY</u>	<u>DATE</u>	<u>RECORDATION DATA</u>
Deed/Parker, Wm. O. & Eliz.	03/27/1879	DB 52/Pg. 122
Deed/Jones, Thomas B & Matilda	03/27/1879	DB 52/Pg. 124
Deed/Parker, Henry L & Mary E	03/27/1879	DB 52/Pg. 123
Deed/Parker, Mary E. et al	02/13/1880	DB 53/Pg. 520
Deed/Flinn, John R & Mary	04/17/1879	DB 52/Pg. 125
Deed/Hoadley, Alvah & Aurelia	03/27/1879	DB 52/Pg. 128

This information is provided solely to assist Buyer in reviewing title to the Premises and is not intended to, and shall not be relied upon, by Buyer.

**8. SURVEY:**

A survey and description of the Premises are included in Exhibit A of this Agreement and Seller hereby acknowledges its approval of said survey and description.

**9. CLOSING:** Closing hereunder shall be held on or before thirty (30) days following the Contingency Date at such time and place as Seller and Buyer shall mutually agree. If Buyer and Seller do not agree upon a time and place for Closing, Seller shall designate the time and place for Closing. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement.

**10. POSSESSION:** Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record):

- (i) Leases (None)
- (ii) Licenses (None)
- (iii) Easements Verizon-MCI-WorldCom-WiTel-Williams Telecommunications Group-Lightnet-WTG-East, Inc., Countrymark Cooperative Inc. (Indiana Farm Bureau Cooperative Association, Inc. )
- (iv) Other Occupancies or Limitations (None)

During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. As to items discovered as a consequence of such research, Seller may elect, in its sole discretion, to either cancel or otherwise terminate such items or, pursuant to Section 10.2, to assign or if such item is applicable to an area greater than the

Premises, the Buyer shall be included as party at Closing.

10.2 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right, title and interest in all items identified by Section 10.1, or which are subsequently discovered by Seller, unless canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.3 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

## **11. ANNUAL TAXES; RENTS; LIENS; CHARGES:**

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of \$500.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

## **12. TAXES ON TRANSFER; CLOSING COSTS:**

12.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States

Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

### **13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:**

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the testing, Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer agrees to test the Premises in conformation with the Minimum Sampling Requirements set forth in Exhibit B, attached hereto and made a part hereof. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than THREE MILLION DOLLARS (\$3,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Railroad track or any Railroad bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Railroad's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Railroad a Construction Risk Fee, currently THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500), and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE

MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad.

- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.

Notwithstanding the requirement for a confidentiality clause, Buyer may disclose the results of site assessments and inspections with any entity that will provide funding to the Buyer for the acquisition and/or development of the Buyer's recreational trail project within the Premises.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Buyer pursuant to this Section 13 or otherwise in accordance with this Agreement. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of buyer's environmental due diligence, including without limitation, any Phase I and Phase II Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If environmental contamination of the Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 13, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, if Buyer elects not to secure environmental tests or inspections, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition.

13.6 *INTENTIONALLY OMITTED*

13.7 *INTENTIONALLY OMITTED*

13.8 *INTENTIONALLY OMITTED*

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

#### 14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said

approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, costs and expenses, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

**15. BROKER'S FEES:** The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

**16. ASSIGNMENT, LIMITS, SURVIVAL:**

16.1 This Agreement may not be assigned by Buyer without the prior written consent of Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

**17. DEFAULT:**

17.1 In the event of a default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified), Seller may elect to terminate this Agreement by delivery of notice to Buyer and to retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed \$25,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

**18. NOTICES:**

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.  
C/o CSX Real Property, Inc. - J915  
6737 Southpoint Drive South  
Jacksonville, FL 32216-6177  
Attn: Jennifer Bryan  
E-mail: Jennifer\_Bryan@csx.com

Notices to Buyer shall be sent to:

Hendricks County Board Of Commissioners  
355 South Washington Street  
Suite 204  
Danville, IN 46122  
Attn: President  
Phone: 317-745-9221

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

**19. RULES OF CONSTRUCTION:**

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in

which the Premises is located, without regard to conflict of law rule.

20. **TIME OF ESSENCE:** Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the 11<sup>th</sup> day of September, 2012, in duplicate, each of which shall be considered an original.

WITNESSES:

*Myra Steward*  
\_\_\_\_\_  
  
\_\_\_\_\_

HENDRICKS COUNTY INDIANA

*Eric L. Wathen*  
Eric L. Wathen  
President

*Phyllis A. Palmer*  
Phyllis A. Palmer  
Vice President

*Bob Gentry*  
Bob Gentry  
Member

**NOTICE OF SELLER'S ACCEPTANCE**

Buyer's Offer to purchase the Premises is accepted by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESS(ES):

CSX TRANSPORTATION, INC.

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

EXHIBIT A

BEING more particularly shown on plat of survey, project number 5485.001, dated March 6, 2006 prepared by Bryan F. Catlin, State of Indiana Registered Land Surveyor Number 910012, The Schneider Corporation, 8901 Otis Avenue, Indianapolis, Indiana 46216-1037, incorporated herein by reference.





**EXHIBIT B**  
**Minimum Sampling Requirements**  
**For Rails-to-Trails Conversion of Rail Corridors**

Buyer Agrees to:

- I. *INTENTIONALLY OMITTED*
- II. Soil Management and Capping Plan

Buyer shall provide a written soil management/capping plan (the "Soil Management and Capping Plan") defining procedures for monitoring the Premises to ensure "un-capped" areas of the Premises are not being accessed or used by the public. The Plan shall define appropriate corrective actions to be implemented to control access to un-capped areas, or, if such control cannot be affected, to ensure exposure to impacted surface soil is not occurring.

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. The definition of "toes-of-slope of the ballast field" is where fill (ballast, stone, soil, etc.) touches native ground. This cap should have a minimum thickness of one foot. The actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation and shall be defined in the Plan.

**EXHIBIT C**

**QUITCLAIM DEED**

## QUITCLAIM DEED

THIS QUITCLAIM DEED, made this \_\_\_ day of \_\_\_\_\_, 2012, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and HENDRICKS COUNTY INDIANA BOARD OF COUNTY COMMISSIONERS, whose mailing address is 355 South Washington Street, Suite 204, Danville, Indiana 46122, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being at County of Hendricks, State of Indiana, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 11.02 acres, more or less.

RESERVING unto Grantor, its successors and assigns, a perpetual exclusive easement, hereinafter the "Occupancy Easement", in, over, under and along those portions of the Premises encumbered by existing occupancies of every type and nature, whether recorded or not, together with the right to maintain, operate, use, replace, relocate, within the "Occupancy Easement", renew and remove such occupancies, provided that: any maintenance, operation, use, replacement, relocation, renewal or removal does not unreasonably interfere with Grantee's use of the Premises as a recreational trail, TOGETHER WITH the further right to assign the Occupancy Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Occupancy Easement and/or the rights reserved pursuant thereto. If Grantor, the current occupant, or any future occupants, disturb any portion of the Premises, then Grantor shall restore the disturbed portions to a condition that is as near as possible to the condition that existed immediately before the disturbance of the Premises at Grantor's sole cost and expense.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Occupancy Easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Premises at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT to reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as a recreational trail. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a recreational trail and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), or (b) any public or private school, day care, or any organized long-term or short term child care of any kind. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants whether or not Grantor retains title to property adjacent to the Premises.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:

\_\_\_\_\_

By: \_\_\_\_\_

Name: Stephen A. Crosby

Title: President - CSX Real Property, Inc., signing  
on behalf of CSX Transportation, Inc.

\_\_\_\_\_

Attest \_\_\_\_\_ (SEAL)

Secretary

Print Name: \_\_\_\_\_

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Kim R. Bongiovanni.

This instrument prepared by  
or under the direction of:

Kim R. Bongiovanni  
Senior Counsel  
Law Department  
500 Water Street  
Jacksonville, Florida 32202

**RETURN TO:** Hendricks County Board of Commissioners  
Attention: President  
355 South Washington Street  
Suite 204  
Danville, Indiana 46122

STATE OF FLORIDA        )  
                                  ) SS.  
COUNTY OF DUVAL        )

I, \_\_\_\_\_, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President-CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires on: \_\_\_\_\_ (SEAL)  
Notary Public  
Print Name: \_\_\_\_\_

**EXHIBIT A**

Description of property at: Brownsburg, County of Hendricks, State of Indiana  
To: Hendricks County Indiana Board of County Commissioners  
CSXT Deed File No.: **TBD**



LAND DESCRIPTION (PER SURVEY)
ABANDONED RAILROAD RIGHT-OF-WAY

A part of the Southwest Quarter of Section 16 and a part of the Northeast Quarter of the Northwest Quarter, part of the Northwest of the Northwest and part of the West Half of the Northeast Quarter of Section 21 all being in Township 16 North, Range 1 East, Lincoln Township, Hendricks County, Indiana, described as follows:

Commencing at an aluminum Hendricks County monument found at the Southwest corner of said Southwest Quarter; thence North 01 degrees 14 minutes 08 seconds West (bearings based on Indiana State Plane Coordinates, West Zone) along the west line of said Southwest Quarter a distance of 351.38 feet to the Point of Beginning, being on the south right-of-way line of an abandoned railroad (B. & O. Railroad, a.k.a. I. D. & S. Railroad, a.k.a. C. I. & W. Railroad); thence continuing North 01 degrees 14 minutes 08 seconds West along said west line a distance of 197.39 feet to the north right-of-way line of said abandoned railroad; thence South 75 degrees 30 minutes 22 seconds East along said north right-of-way line a distance of 4115.34 feet; to the east line of the West Half of said Northeast Quarter; thence South 01 degrees 14 minutes 15 seconds East along said east line a distance of 83.11 feet to said south right-of-way line; thence north 75 degrees 30 minutes 22 seconds West along said south right-of-way line a distance of 2743.19 feet to the west line of the East Half of said Southwest Quarter; thence South 01 degrees 11 minutes 54 seconds East along said west line a distance of 78.50 feet to the Southwest corner of said East Half also known as the Northwest corner of the East Half of the Northwest Quarter of said Section 21; thence South 01 degrees 16 minutes 13 seconds East along the west line of said East Half a distance of 35.78 feet; thence North 75 degrees 30 minutes 22 seconds West along said south right-of-way line a distance of 1372.13 feet to the Point of Beginning, containing 11.02 acres, more or less.



Handwritten signature of Richard G. Rayback

R:\5k\5485\001\docs\LANDESCsurveyRR.doc
AJB April 17, 2006

BEING more particularly shown on plat of survey, project number 5485.001, dated March 6, 2006 prepared by Bryan F. Catlin, State of Indiana Registered Land Surveyor Number 910012, The Schneider Corporation, 8901 Otis Avenue, Indianapolis, Indiana 46216-1037, incorporated herein by reference.

BEING a portion of the property acquired by \* Indianapolis, Decatur And Springfield Railway Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Hendricks County, Indiana:

<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
William and Elizabeth Parker	March 27, 1879	52	122
Thomas and Matilda Jones	March 27, 1879	52	124
Henry L. and Mary E. Parker	March 27, 1879	52	123
Alvah and Aurelia Hoadley	March 27, 1879	52	128
John R. and Mary E. Flinn	April 17, 1879	52	125
Mary Parker, et al	February 13, 1880	53	520

AGREEMENT FOR CONSTRUCTION OF TRAFFIC SIGNAL  
AT COUNTY ROAD 100 SOUTH AND RONALD REAGAN PARKWAY

This Agreement entered into and approved by the parties on the dates set out herein, between Town of Avon, Indiana (hereinafter referred to as "**Avon**"), and the County of Hendricks (hereinafter referred to as "**County**");

WITNESS THAT:

WHEREAS, the parties are desirous of entering into an Agreement to design and construct a traffic signal at the intersection named above (hereinafter referred to as "**the Project**"); and

WHEREAS, the parties wish to cooperate in the realization of the Project, to exchange the necessary services, and to share equitably in the cost of the Project; and

WHEREAS, Indiana Code 36-1-7 permits interlocal agreements between governmental entities.

NOW, THEREFORE, the parties mutually agree as follows:

1. Avon shall be the lead agency in the design and construction of the project. **The County** shall review and approve the plans and specifications for the Project prior to the construction of any part of the Project being released for bid. **The County** shall be informed of any and all change orders which occur during the course of construction of the Project.

2. The parties agree that all costs hereafter identified as "Shared Costs" shall be divided between the parties with Fifty percent (50%) of the Shared Costs paid by **Avon**, and Fifty percent (50%) of the Shared Costs paid by **County**.

5. All Federal or State funds received toward the Project, from any source, shall be applied to Shared Costs.

6. The parties represent that they have the authority to enter into this Agreement and agree to seek appropriations from their fiscal bodies in an amount sufficient to fund each unit's portion of the Project in a timely manner.

7. Any disputes arising from this Agreement shall be resolved by the chief executives of each part or their respective designees. If said persons are not able to resolve the dispute, the parties shall submit the dispute to mediation or other mutually agreed upon alternate dispute resolution technique.

8. This Agreement sets for the entire agreement between or among the parties. The parties shall not rely or seek to enforce any other written or oral agreements between or among the parties, if said written or oral agreements should exist.

9. This Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

IN WITNESS WHEREOF, the parties to this Agreement have approved this

Agreement on the dates set out below.

TOWN OF AVON

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sharon Howell, Clerk-Treasurer

CONTY OF HENDRICKS BY ITS  
BOARD OF COMMISSIONERS

Date: 9/11/12

\_\_\_\_\_

Bob Wertz

Philip A. Palmer

ATTEST:

Cinda Kattau  
Cinda Kattau, Auditor

#7

**LETTER OF MUTUAL AGREEMENT**

The Town of Avon is installing Emergency Preemption Equipment on County Signals at the following locations:

County Road 100 S and CR 625 E  
County Road 100 N and Raceway Road  
County Road 200 N and Raceway Road

The Emergency Preemption equipment is being installed because it will allow for quicker response times for first responders and will enhance the safety of firefighters, police and traveling public during emergency runs.

The Town of Avon will also be responsible for the installation of wiring and an emitter on the signals as well as programming the controller in the cabinet in order for the equipment to function properly.

All work will be completed by the Town of Avon and all emergency preemption equipment will be owned and maintained by the Town of Avon at no cost to the County.

The Town of Avon agrees to indemnify and hold harmless Hendricks County and all of its officers, directors, shareholders, employees, and their respective spouses, heirs, successors, and assigns against any and all costs, losses, liabilities, expenses (including reasonable attorney's fees) judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with claims against any indemnitee which results from any act or omission constituting negligence, willful misconduct, or breach of fiduciary duty by an officer, director or employee of the Town of Avon in connection with this Agreement.

**LETTER OF MUTUAL AGREEMENT**

The Town of Avon is installing Emergency Preemption Equipment on County Signals at the following locations:

- County Road 100 S and CR 625 E
- County Road 100 N and Raceway Road
- County Road 200 N and Raceway Road

The Emergency Preemption equipment is being installed because it will allow for quicker response times for first responders and will enhance the safety of firefighters, police and traveling public during emergency runs.

The Town of Avon will also be responsible for the installation of wiring and an emitter on the signals as well as programming the controller in the cabinet in order for the equipment to function properly.

All work will be completed by the Town of Avon and all emergency preemption equipment will be owned and maintained by the Town of Avon at no cost to the County.

The Town of Avon agrees to indemnify and hold harmless Hendricks County and all of its officers, directors, shareholders, employees, and their respective spouses, heirs, successors, and assigns against any and all costs, losses, liabilities, expenses (including reasonable attorney's fees) judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with claims against any indemnitee which results from any act or omission constituting negligence, willful misconduct, or breach of fiduciary duty by an officer, director or employee of the Town of Avon in connection with this Agreement.

#8



**Board of Commissioners**  
**HENDRICKS COUNTY**

**Bob Gentry**  
**Phyllis A. Palmer**  
**Eric L. Wathen**

December 4, 2012

**Hendricks County Government Center**  
**355 South Washington St. #204**  
**Danville, Indiana 46122-1759**

Brownsburg Redevelopment Commission (Hand Delivered)  
c/o Town of Brownsburg  
Brownsburg Town Hall  
61 N Green Street  
Brownsburg, IN 46112

Dear Board Members

Please find enclosed the objection to the proposed TIF District being considered by you on this date.

The Hendricks County Council and the Hendricks County Board of Commissioners have reviewed the Notice of the Public Hearing on the Confirmatory Resolution for expanding the North Beltway Economic Development Area and the list of projects being considered under this Confirmatory Resolution.

Hendricks County is most interested in the completion of the Ronald Reagan Parkway. If the Brownsburg Redevelopment Commission and the Town of Brownsburg are willing to commit to the Ronald Reagan Parkway project completion within the TIF District, which will be fully constructed with the TIF revenues, the County will then withdraw its objections.

Sincerely,

Hendricks County Board of Commissioners

Eric L. Wathen  
President

**WRITTEN REMONSTRANCE TO PROPOSED  
DECLARATORY RESOLUTION**

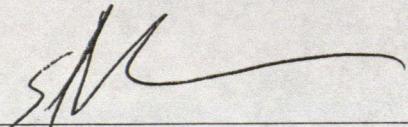
On October 2, 2012, the Town of Brownsburg Redevelopment Commission (the "Redevelopment Commission") adopted its Resolution No. 2012-03RDC entitled "A Declaratory Resolution of the Town of Brownsburg Redevelopment Commission Expanding the North Beltway Economic Development Area and Adopting a Restated Economic Development Plan Therefore" (the "Declaratory Resolution").

Hendricks County, Indiana (the "County") hereby objects to the confirmation of the Declaratory Resolution and files this Written Remonstrance requesting that the Declaratory Resolution be rescinded by the Redevelopment Commission on the grounds that (1) the capture of additional incremental assessed value to pay for all of the proposed new projects identified in the Restated Plan (as defined in the Declaratory Resolution) will not be of overall public utility and benefit due to the adverse impact on property tax caps (commonly known as "circuit breaker") for the County and other affected taxing units, and (2) there are technical deficiencies in the Exhibits to the Declaratory Resolution relating to the description of the proposed Expansion Area (as defined in the Declaratory Resolution).

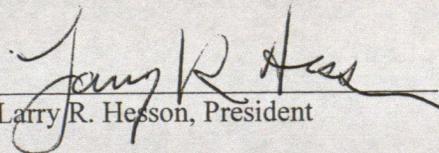
IN WITNESS WHEREOF, Hendricks County, Indiana hereby files this Written Remonstrance this 4<sup>TH</sup> day of DECEMBER, 2012.

HENDRICKS COUNTY, INDIANA

HENDRICKS COUNTY  
BOARD OF COMMISSIONERS

By:   
Eric L. Wathen, President:

HENDRICKS COUNTY  
COUNCIL

By:   
Larry R. Hesson, President

**RECEIVED**  
DEC 04 2012

BY: *mmorgan*  
2:27pm



\* 2 0 1 2 3 3 4 7 0 3 \*

HENDRICKS COUNTY RECORDER

12/19/2012 01:31:57PM

# AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO PROGRESS DRIVE

#9

This Agreement entered into and approved by the parties on the dates set out herein, between Town of Pittsboro, Indiana (hereinafter referred to as "Pittsboro"), and the County of Hendricks (hereinafter referred to as "County");

WITNESS THAT:

WHEREAS, the parties are desirous of entering into an Agreement to design and construct improvements to Progress Drive (hereinafter referred to as "the Project"); and

WHEREAS, the County wishes to contribute funding towards the Project;

WHEREAS, Indiana Code 36-1-7 permits interlocal agreements between governmental entities.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Pittsboro** shall be the lead agency in the design and construction of the project. **The County** shall review the plans and specifications for the Project prior to the construction of any part of the Project being released for bid.
2. **Pittsboro** shall design, advertise, receive bids, and award the project in accordance with all applicable laws, statutes, and ordinances.
3. **The County** shall pay to **Pittsboro** the sum of \$300,000 to be used in the design and construction of the Project. Said sum to be paid from the County EDIT funds.
4. The parties represent that they have the authority to enter into this Agreement and agree to seek appropriations from their fiscal bodies in an amount sufficient to fund each unit's portion of the Project in a timely manner.
5. Any disputes arising from this Agreement shall be resolved by the chief executives of each part or their respective designees. If said persons are not able to resolve the dispute, the parties shall submit the dispute to mediation or other mutually agreed upon alternate dispute resolution technique.
6. This Agreement sets for the entire agreement between or among the parties. The parties shall not rely or seek to enforce any other written or oral agreements between or among the parties, if said written or oral agreements should exist.
7. This agreement shall remain in effect until all such improvements are made and approved by each entity.

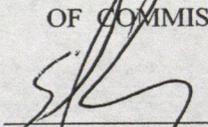
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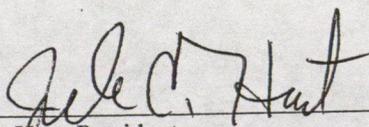
8. This Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.
9. The road to be improved was under the County's jurisdiction until annexed by the Town of Pittsboro. Said improvements on said road were part of an overall project regarding SDI.
10. Said agreement will be recorded with the County Recorder within sixty (60) days of approval by each party and filed with the State Board of Accounts, the Auditor of the State, the Board of Commissioners of Hendricks County and Town Board of Pittsboro.

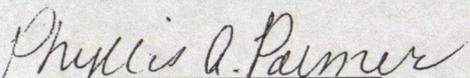
IN WITNESS WHEREOF, the parties to this Agreement have approved this Agreement on the dates set out below.

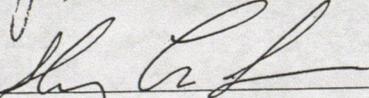
HENDRICKS COUNTY BOARD  
OF COMMISSIONERS

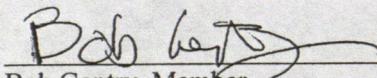
TOWN OF PITTSBORO

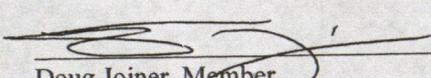
  
Eric L. Wathen, President

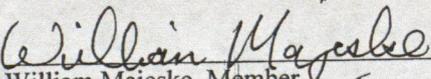
  
John Hart, President

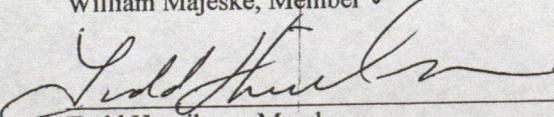
  
Phyllis A. Palmer Vice President

  
Shelby Smith, Vice President

  
Bob Gentry, Member

  
Doug Joiner, Member

  
William Majeske, Member

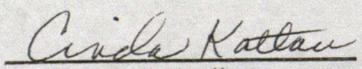
  
Todd Henriksen, Member

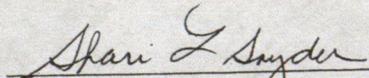
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Date 11-20-12

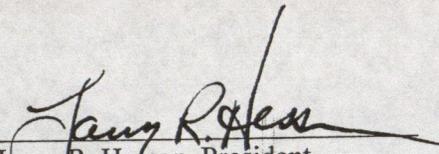
ATTEST:

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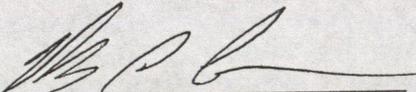
  
Cinda Kattau, Auditor

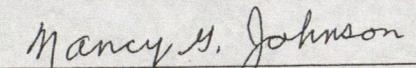
  
~~Judy Compton, Treasurer~~  
Shari L. Snyder

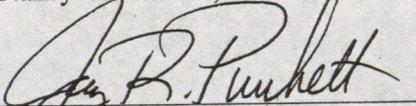
HENDRICKS COUNTY COUNCIL

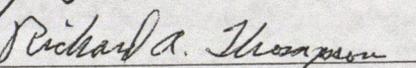
  
Larry R. Hesson, President

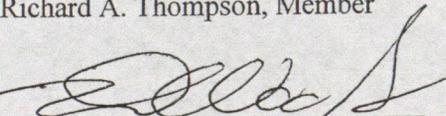
Bradley Whicker, Vice President

  
Myron C. Anderson, Member

  
Nancy G. Johnson, Member

  
Jay R. Puckett, Member

  
Richard A. Thompson, Member

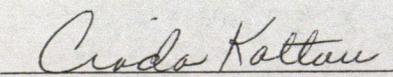
  
Nathaniel Woods, Member

Date 12/13/12

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY,  
THAT I HAVE TAKEN REASONABLE CARE TO REDACT  
EACH SOCIAL SECURITY NUMBER IN THIS  
DOCUMENT, UNLESS REQUIRED BY LAW."

ATTEST:

NAME Judy Wyeth

  
Cinda Kattau, Auditor

**This instrument prepared by:  
Gregory E. Steuerwald, Attorneys at Law  
Steuerwald, Hannon, Zielinski and Witham**

ATTEST:

Bob Gentry  
Bob Gentry, Member

Cinda Kattau  
Cinda Kattau, Auditor

HENDRICKS COUNTY COUNCIL

Date: 12/13/12

Larry R. Hesson  
Larry R. Hesson, President

Myron C. Anderson  
Myron C. Anderson

Nancy G. Johnson  
Nancy G. Johnson

Jay R. Puckett  
Jay R. Puckett

Richard A. Thompson  
Richard A. Thompson

Brad Whicker

Nathaniel Woods  
Nathaniel Woods

ATTEST:

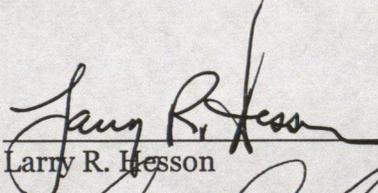
Cinda Kattau  
Cinda Kattau, Auditor

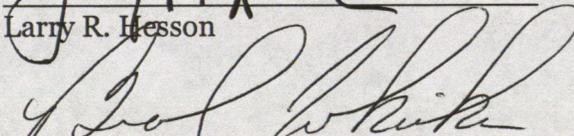
## 2012 HENDRICKS COUNTY RESOLUTIONS

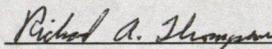
Adopting Body	Description	Number	Date
Council	Interest in Purchasing Property - 60 S Jefferson St. Danville	12-01	1/12/2012
Council	Fairgrounds Amendment to Lease	12-02 A	2/9/12
Commissioners	Fairgrounds Refinancing	12-02	2/14/12
Commissioners	2003 Wheel Tax Bond Refinancing	12-03	2/14/2012
Council	Proceeds of 2007 Hendricks County General Obligation Bonds	12-04	4/12/2012
Council	Declaratory ERA American Mold Experts Tax Abatement	12-05	5/10/2012
Council	Approving Brownsburg Library Capital Projects Plan	12-06	6/14/2012
Council	Confirmatory ERA Tax Abatement for American Mold Experts	12-07	6/26/2012
Commissioners	Prohibiting Nepotism	12-08	6/26/2012
Commissioners	Requiring Disclosure of Contracts with Relatives	12-09	6/26/2012
Commissioners	Establishing Hours worked for Exempt Employees & Revision of Smoking Policy	12-10	6/26/2012
Commissioners	Link	12-11	8/14/2012
Council	Declaratory ERA Renk Labeco Tax Abatement	12-12	8/16/2012
Commissioners	Work Release Policies & Procedures	12-13	9/11/2012
Council	Confirmatory ERA Tax Abatement for Renk Labeco	12-14	9/13/2012
Regional Sewer	Approving Town of Brownsburg Sewer Service Agreement	12-15	11/27/2012
Council	Confirmatory Gordman's Abatement	12-16	12/13/2012

RESOLUTION No. 12- 01

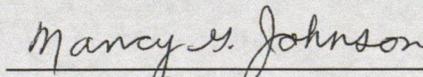
Be it resolved that the Hendricks County Council, pursuant to I.C. 36-1-10.5-5 is interested in purchasing the property located at 60 South Jefferson Street, Danville, Hendricks County, Indiana for a price no greater than the average of the two (2) appraisals received under I.C. 36-1-10.5-5.

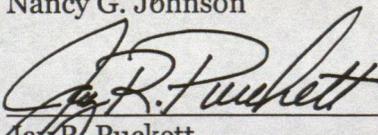
  
Larry R. Hesson

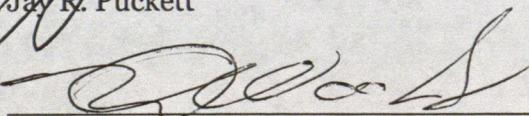
  
Bradley Whicker

  
Richard A. Thompson

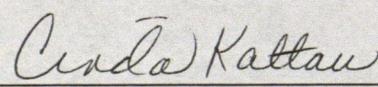
  
Myron C. Anderson

  
Nancy G. Johnson

  
Jay R. Puckett

  
Nathaniel Woods

ATTEST:

  
Cinda Kattau  
Hendricks County Auditor

Dated this 12<sup>th</sup> day of: January, 2012

RESOLUTION NO. 12-02A

A RESOLUTION OF THE COUNTY COUNCIL OF HENDRICKS COUNTY,  
INDIANA DETERMINING THE NEED TO ENTER INTO AN AMENDMENT TO LEASE

WHEREAS, the Hendricks County Building Facilities Corporation, created under Indiana law on November 24, 2003 (the "Building Corporation"), previously issued its First Mortgage Bonds, Series 2004, dated as of July 15, 2004 (the "2004 Bonds"), in the original aggregate principal amount of Nineteen Million Nine Hundred Fifty Thousand Dollars (\$19,950,000), pursuant to a Trust Indenture, dated as of July 1, 2004 (the "2004 Indenture"), between the Building Corporation and J.P. Morgan Trust Company, National Association, as trustee (the "2004 Trustee"), for the purpose of procuring funds for the acquisition, construction, installation and equipping of land, buildings, structures and improvements comprising a new County fairgrounds complex, all of which are located in the northwest quadrant of Old U.S. 36 and County Road 200 East in Center Township, Hendricks County, Indiana (the "Project"); and

WHEREAS, in connection with the issuance of the 2004 Bonds, the Building Corporation pledged under the 2004 Indenture as a part of the mortgaged property the Lease, dated as of March 23, 2004, as amended from time to time (collectively, the "Lease"), by and between the Building Corporation, as lessor, and Hendricks County, Indiana (the "County"), as lessee, and the premises described in the Lease, including the real property upon which the Project has been constructed, all of which are subject to the Lease (the "Leased Premises"); and

WHEREAS, Indiana Code 5-1-5, as amended, authorizes the advance or current refunding of all or a portion of the 2004 Bonds prior to such time as such 2004 Bonds are subject to redemption in order to effect a savings or to modify restrictive covenants in outstanding bonds impeding additional financing; and

WHEREAS, the 2004 Indenture provides the Building Corporation may redeem all or any part of the 2004 Bonds on any date not earlier than July 15, 2014, at a price equal to the aggregate principal amount of the 2004 Bonds being redeemed, plus interest accrued thereon to the date fixed for redemption, and without a redemption premium; and

WHEREAS, in accordance with Indiana Code 5-1-5, the County desires to provide for the issuance of bonds to advance or current refund all or a portion of the 2004 Bonds which are currently outstanding (the "Refunded Bonds") to effect a savings to the County; and

WHEREAS, there has been prepared and submitted to the Board of Commissioners of the County (the "Board") a form of First Amendment to Lease between the County and Hendricks County Building Facilities Corporation for the purpose of providing for the refunding of the Refunded Bonds (the "First Amendment to Lease").

NOW, THEREFORE, THE COUNTY COUNCIL OF HENDRICKS COUNTY,  
INDIANA RESOLVES THE FOLLOWING:

Section 1. The Council hereby determines that a need exists for the refunding of the Refunded Bonds to effect a savings to the County. The terms and conditions of the proposed form of First Amendment to Lease for the Refunding are hereby approved.

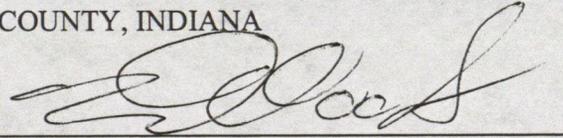
Section 2. Subject to approval and proper action by the Board and the Building Corporation, first mortgage refunding bonds of the County shall be issued in one or more series, in the aggregate principal amount not to exceed Nineteen Million Dollars (\$19,000,000) (the "Bonds").

Section 3. Any member of the Board or the County Council, the Auditor of the County, and the County Attorney are hereby authorized, empowered and directed, on behalf of the County to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, and any actions heretofore made or taken be, and hereby are, ratified and approved.

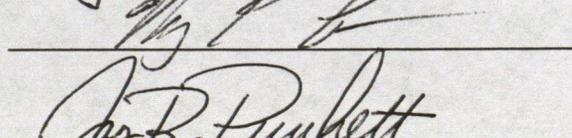
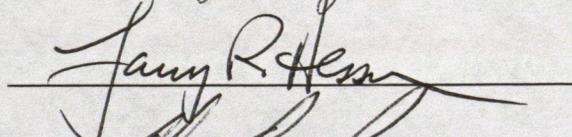
Section 4. This Resolution shall be in full force and effect from and after its adoption by the Council.

Adopted this 9th day of February, 2012.

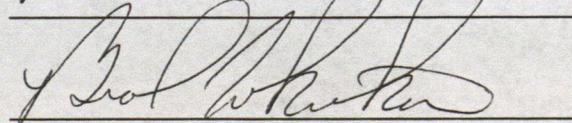
COUNTY COUNCIL OF HENDRICKS  
COUNTY, INDIANA



Marcy S. Johnson



Jay R. Pinkett



ATTEST:

Cinda Kattau  
County Auditor

RESOLUTION NO. 12-02

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY,  
INDIANA APPROVING FIRST MORTGAGE REFUNDING BONDS, AMENDMENT  
TO EXISTING LEASE AND ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the Hendricks County Building Facilities Corporation, created under Indiana law on November 24, 2003 (the "Building Corporation"), previously issued its First Mortgage Bonds, Series 2004, dated as of July 15, 2004 (the "2004 Bonds"), in the original aggregate principal amount of Nineteen Million Nine Hundred Fifty Thousand Dollars (\$19,950,000), pursuant to a Trust Indenture, dated as of July 1, 2004 (the "2004 Indenture"), between the Building Corporation and J.P. Morgan Trust Company, National Association, as trustee (the "2004 Trustee"), for the purpose of procuring funds for the acquisition, construction, installation and equipping of land, buildings, structures and improvements comprising a new County fairgrounds complex, all of which are located in the northwest quadrant of Old U.S. 36 and County Road 200 East in Center Township, Hendricks County, Indiana (the "Project"); and

WHEREAS, in connection with the issuance of the 2004 Bonds, the Building Corporation pledged under the 2004 Indenture as a part of the mortgaged property the Lease, dated as of March 23, 2004, as amended from time to time (collectively, the "Lease"), by and between the Building Corporation, as lessor, and Hendricks County, Indiana (the "County"), as lessee, and the premises described in the Lease, including the real property upon which the Project has been constructed, all of which are subject to the Lease (the "Leased Premises"); and

WHEREAS, Indiana Code 5-1-5, as amended, authorizes the advance or current refunding of all or a portion of the 2004 Bonds prior to such time as such 2004 Bonds are subject to redemption in order to effect a savings or to modify restrictive covenants in outstanding bonds impeding additional financing; and

WHEREAS, the 2004 Indenture provides the Building Corporation may redeem all or any part of the 2004 Bonds on any date not earlier than July 15, 2014, at a price equal to the aggregate principal amount of the 2004 Bonds being redeemed, plus interest accrued thereon to the date fixed for redemption, and without a redemption premium; and

WHEREAS, in accordance with Indiana Code 5-1-5, the Board of Commissioners of the County (the "Board") desires to provide for the issuance of bonds to advance or current refund all or a portion of the 2004 Bonds which are currently outstanding (the "Refunded Bonds") to effect a savings to the County; and

WHEREAS, if economically favorable conditions occur, the Building Corporation intends to execute and issue its First Mortgage Refunding Bonds in an aggregate principal amount not to exceed Nineteen Million Dollars (\$19,000,000) (the "Refunding Bonds"), in the form and subject to the terms provided in the Trust Indenture, by and between the County and a trustee (the "Indenture"), for the purpose of providing funds to (a) advance or current refund all of the Refunded Bonds by depositing into an irrevocable escrow account an amount of funds and non-callable Government Obligations the principal of and interest on which when due will be sufficient to (i) pay on each interest payment date after the issuance of the Refunding Bonds

through and including July 15, 2014, all of the interest on the Refunded Bonds then due, (ii) pay on each principal payment date after the issuance of the Refunding Bonds through and including July 15, 2014, all of the principal of the Refunded Bonds as such Refunded Bonds mature, and (iii) pay on July 15, 2014, all of the principal of the Refunded Bonds maturing on or after January 15, 2015, and (b) pay the costs of issuance of the Refunding Bonds including all the incidental expenses necessary to be incurred in connection with the issuance of the Refunding Bonds or on account thereof; and

WHEREAS, in accordance with Indiana Code 5-1-5-15, the Board now desires (i) to enter into an amendment to the Lease with the Building Corporation to reflect the savings obtained from the issuance of the Refunding Bonds; (ii) to approve the issuance of the Refunding Bonds, and (iii) to authorize certain actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS HENDRICKS COUNTY, INDIANA, AS FOLLOWS:

SECTION 1. The first amendment to the Lease, dated as of the date the Refunding Bonds are issued or the first day of the fifteenth day of the month in which the Refunding Bonds are sold or issued (the "Lease Amendment"), executed by the County to reflect the savings obtained from the issuance of the Refunding Bonds and such other related matters, substantially in the form and substance presented at this meeting, be, and hereby is, approved.

If necessary, any officer of the Board be, and hereby is, authorized and directed to execute and deliver the Lease Amendment, with such changes to the form thereof as such officer deems necessary or advisable, in the name and on behalf of the County, and the Auditor of the County be, and hereby is, authorized and directed to attest such execution.

SECTION 2. The Continuing Disclosure Contract, dated as of the date the Refunding Bonds are issued (the "Undertaking"), executed by the County, substantially in the form and substance presented at this meeting, be, and hereby is, approved.

If necessary, any officer of the Board be, and hereby is, authorized and directed to execute and deliver the Undertaking, with such changes to the form thereof as such officer deems necessary or advisable, in the name and on behalf of the County, and the Auditor of the County be, and hereby is, authorized and directed to attest such execution.

SECTION 3. The Preliminary Official Statement, in the form and substance acceptable to any officer of the Board (the "Preliminary Official Statement") be, and hereby is approved, with such changes as are approved by any officer of the Board. Any officer of the Board is hereby authorized and directed, in the name and on behalf of the Board, to place the Preliminary Official Statement into final form as the Final Official Statement of the Building Corporation and the County. Any officer of the Board is authorized to sign the Final Official Statement and by such signature approve its execution.

SECTION 4. The Bond Purchase Agreement, substantially in the form and substance presented at this meeting (the "Bond Purchase Agreement"), by and among the Building Corporation, the County and the underwriter for the Refunding Bonds, be, and hereby is,

approved. Any officer of the Board be, and hereby is, authorized and directed to select the underwriter and execute and deliver the Bond Purchase Agreement, with such changes thereto as such officer deems necessary or advisable, in the name and on behalf of the County, and the Auditor of the County be, and hereby is, authorized and directed to attest such execution and delivery.

SECTION 5. The Board finds that the providing for the financing and refinancing of the Project by the Building Corporation and the leasing of same to the County is in the public interest of the citizens of the County, and all of the foregoing is a proper public purpose for which this Board agrees to cooperate with the Building Corporation.

SECTION 6. The issuance, sale and delivery by the Building Corporation of the Refunding Bonds under the Indenture in the aggregate principal amount not to exceed \$19,000,000, with a final maturity of no later than January 15, 2028, and bearing interest at a rate or rates which produce a net interest cost not to exceed 5.00% per annum, is hereby approved.

SECTION 7. The Board hereby re-approves the Articles of Incorporation of the Building Corporation, the Code of By-Laws of the Building Corporation and the appointment or re-appointment of Keith Brock, Carol Ross and \_\_\_\_\_ to act as the current Directors of the Building Corporation and to serve the remainder of a term (unless the Director resigns, is removed or dies) of one year or until a successor is appointed and qualified.

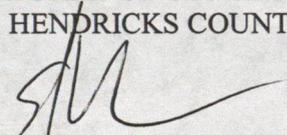
SECTION 8. Upon the redemption or retirement of all bonds issued under the Indenture, the County will accept from the Building Corporation title to such county fairground facilities, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Lease.

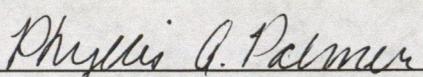
SECTION 9. Any officer of the Board, the Hendricks County Council, the Auditor of the County and the County Attorney be, and hereby are, authorized and directed to execute and deliver such documents and take such other actions as such officer deems necessary or desirable to effect the foregoing resolutions, and any such documents heretofore executed and delivered and any such other actions heretofore taken be, and hereby are, ratified and approved.

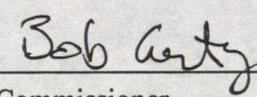
SECTION 10. In connection with the issuance of the Refunding Bonds, the Board hereby engages (a) Financial Solutions Group, Inc. to serve as the financial advisor, and (b) Barnes & Thornburg LLP to serve as the bond counsel.

PASSED AND ADOPTED this 14<sup>th</sup> day of February, 2012.

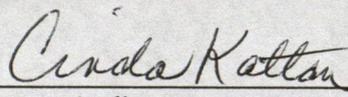
BOARD OF COMMISSIONERS OF  
HENDRICKS COUNTY, INDIANA

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

ATTEST:

  
\_\_\_\_\_  
County Auditor

RESOLUTION NO. 12-03

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA, RELATING TO THE ISSUANCE AND SALE OF TRANSPORTATION REFUNDING REVENUE BONDS OF THE COUNTY, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) FOR THE PURPOSE OF REFUNDING PRIOR BONDS AND TAKING OTHER ACTIONS RELATED THERETO.

WHEREAS, the Hendricks County Council (the "County Council") has imposed the county motor vehicle excise surtax and the county wheel tax on the county taxpayers of Hendricks County, Indiana (the "County"), pursuant to IC 6-3.5-4 and IC 6-3.5-5, respectively (such taxes are hereinafter collectively referred to as the "Motor Vehicle Taxes"); and

WHEREAS, the County previously has issued its Transportation Revenue Bonds, Series 2003, in the aggregate principal amount of \$5,000,000 (the "2003 Bonds"), which are payable from the Motor Vehicle Taxes; and

WHEREAS, the County previously has issued its Transportation Revenue Bonds, Series 2008, in the aggregate principal amount of \$7,000,000 (the "2008 Bonds"), which are payable from the Motor Vehicle Taxes on a parity with the 2003 Bonds; and

WHEREAS, Indiana Code 5-1-5, as amended, authorizes the advance or current refunding of all or a portion of the 2003 Bonds prior to such time as such 2003 Bonds are subject to redemption in order to effect a savings or to modify restrictive covenants in outstanding bonds impeding additional financings; and

WHEREAS, the County Council, on February 9, 2012, introduced an ordinance authorizing the issuance of bonds of the County, in one or more series, in an original aggregate principal amount not to exceed Four Million Dollars (\$4,000,000) (the "Refunding Bonds"), payable from the Motor Vehicle Taxes on a parity with the 2008 Bonds, to current refund all or a portion of the 2003 Bonds which are currently outstanding; and

WHEREAS, in accordance with Indiana Code 5-1-5, the Board of Commissioners of the County (the "Board") now desires to approve the issuance of the Refunding Bonds to current refund all or a portion of the 2003 Bonds which are currently outstanding to effect a savings to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY AS FOLLOWS:

Section 1. Subject to approval and proper action by the County Council, the Board hereby approves the issuance of the Refunding Bonds, in one or more series, in an aggregate principal amount not to exceed Four Million Dollars (\$4,000,000). This Board hereby recommends to the County Council that the Refunding Bonds be issued as soon as can be done, and that the proceeds of the Refunding Bonds (together with all investment earnings thereon) be

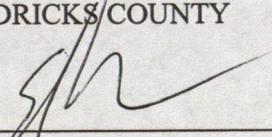
appropriated for the refunding of the 2003 Bonds and the payment of any and all expenses in connection with the issuance of the Refunding Bonds.

Section 2. The Auditor is hereby directed to present a copy of this resolution to the County Council at the next County Council meeting, thereby requesting the issuance of said refunding revenue bonds.

Section 3. This resolution shall be in full force and effect from and upon compliance with the procedures required by law.

The foregoing was passed by the Board of Commissioners of Hendricks County this 14<sup>th</sup> day of February, 2012.

THE BOARD OF COMMISSIONERS OF  
HENDRICKS COUNTY

By:   
Commissioner

By: Phyllis A. Palmer  
Commissioner

By: Bob Gentry  
Commissioner

ATTEST:

By: Cinda Kattau  
Auditor of Hendricks County, Indiana

**RESOLUTION NO. 12-04**

**RESOLUTION OF THE HENDRICKS COUNTY COUNCIL REGARDING PROCEEDS  
OF THE HENDRICKS COUNTY GENERAL OBLIGATION BONDS, SERIES 2007**

WHEREAS, Hendricks County, Indiana (the "County") issued its General Obligation Bonds, Series 2007, dated as of July 12, 2007, in the aggregate principal amount of Six Million Dollars (\$6,000,000) (the "Bonds") for the purpose of paying: (1) the cost of land, buildings, structures and improvements comprising a new County work release center in connection with a general strategy to reduce overcrowding in the County jail (the "Project"), (2) preliminary expenses related thereto and all incidental expenses incurred in connection therewith (all of which are deemed to be a part of the Project); (3) capitalized interest on the Bonds, if necessary and (4) the costs of selling and issuing the Bonds; and

WHEREAS, certain improvement projects are required at the County jail, which are consistent with and will further the purposes and objectives of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA, that:

Section 1. The Council hereby authorizes the application of remaining proceeds of the Bonds to the completion of improvements at the County jail in order to remediate issues associated with overcrowding at the County jail. Such improvements are consistent with the original use of proceeds of the Bonds for the Project.

Section 2. The Council, Board of Commissioners of the County, the County Auditor and the County Treasurer are hereby authorized and directed to take any and all other actions on behalf of the County as may be necessary, appropriate or desirable to carry out the purposes of this Resolution.

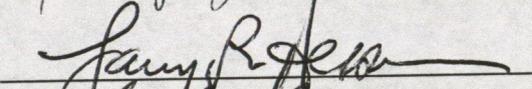
Section 3. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED on this 12<sup>th</sup> day of April, 2012, by the County Council of Hendricks County, Indiana.

COUNTY COUNCIL OF  
HENDRICKS COUNTY, INDIANA

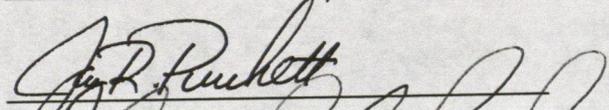
  
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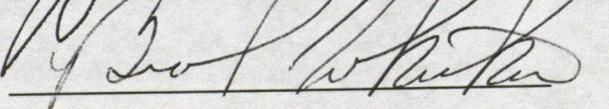
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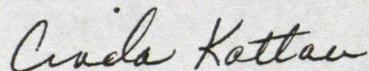
  
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Richard A. Thompson  
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\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
County Auditor

## HENDRICKS COUNTY COUNCIL

### RESOLUTION NO. 12-05

#### A RESOLUTION DESIGNATING ECONOMIC REVITALIZATION AREA AND QUALIFYING CERTAIN REAL PROPERTY AND IMPROVEMENTS FOR TAX ABATEMENT

WHEREAS, the Hendricks County Council of Hendricks County, Indiana adopted a Tax Abatement Procedures Ordinance on October 7, 1997; and

WHEREAS, pursuant to said Tax Abatement Procedures Ordinance, AMERICAN MOLD EXPERTS has filed with the Hendricks County Auditor an "Application for Designation of Economic Revitalization" on May 10, 2012; and

WHEREAS, said Application has been reviewed by the Tax Abatement Committee and the Hendricks County Council, the application has been considered at a duly held public meeting of said County Council and has received from the applicant the requisite filing fee.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA, AS FOLLOWS:

1. Declaration of Economic Revitalization Area. It is hereby declared by the Hendricks County Council that the real estate described in Exhibit A, attached hereto and made a part hereof, is, and shall hereafter be, deemed an "Economic Revitalization Area" as that phrase is used and intended under the provision of Indiana Code Sections 6-1.1-12.1-1 et seq.

2. Real Property and Improvements. The County Council of Hendricks County, Indiana hereby further declares that real property assessments after the date of the adoption of this Resolution by the County Council upon any of the real estate described in Exhibit A attached hereto, after the date of the adoption of this Resolution by the County Council, shall, along with the said new real estate, be eligible for property tax abatement pursuant to the provisions of I.C. 6-1.1-12.1-1 et seq.

3. Compliance with Applicable Resolution and Statutes. It is hereby declared by the County Council of Hendricks County, Indiana that the Application of AMERICAN MOLD EXPERTS heretofore filed complies in all respects with the Tax Abatement Procedure Ordinance No. 97-37 adopted October 7, 1997 and all governing Indiana statutes, and that said Application, in all respects, is hereby granted and approved.

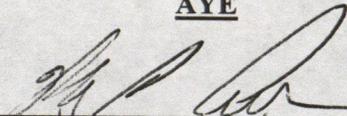
4. No Limitation or Restrictions. It is hereby declared by the County Council of Hendricks County, Indiana that based on Hendricks County's Tax Abatement Procedures Ordinance No. 97-37 adopted on October 7, 1997, an allowance for a two (2) year Abatement Duration as requested by the applicant meets the requirements of the Tax Abatement Procedures Ordinance.

5. Effective Date. This Resolution shall be effective immediately upon its passage, subject to the notice and hearing provisions of I.C. 6-1.1-2.1-2.5. The hearing contemplated by said statute shall be held at the time and place of the regular meeting of the County Council of Hendricks County, Indiana on June 14, 2012, to wit: Hendricks County Government Center, 355 S. Washington Street, Danville, Indiana, 2:00 p.m. At such meeting the County Council shall take final action determining whether the qualifications for an economic revitalization area (as to the real property) have been met, and shall confirm, modify and confirm, or rescind the Resolution. Such determination and final action by the Council shall be binding upon all affected parties; subject to the appeal procedures contemplated by I.C. 6-1.1-12.1-1 et seq.

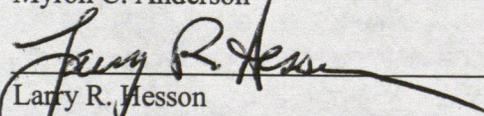
Adopted by the County Council of Hendricks County, Indiana this 10th day of May, 2012.

AYE

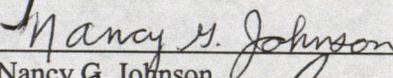
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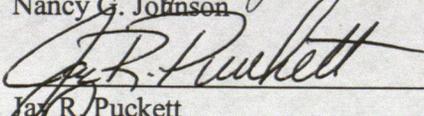
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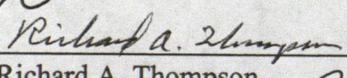
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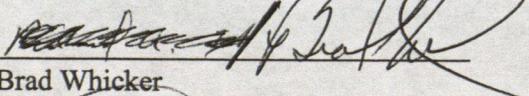
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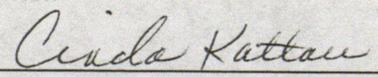
  
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Brad Whicker

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Brad Whicker

  
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Nathaniel Woods

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Nathaniel Woods

Attest:

  
\_\_\_\_\_  
Cinda Kattau, Auditor

**RESOLUTION 12-05**  
**EXHIBIT A**

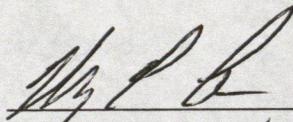
Lot Numbered 11 in Prestwick Point – Phase II, a subdivision in Washington Township, as per plat thereof, recorded on January 17, 2001, in Plat Cabinet 3, Slide 192, page 2, as Instrument No. 2001000015001 in the Office of the Recorder of Hendricks County, Indiana.

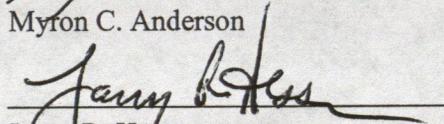
RESOLUTION NO. 12-06

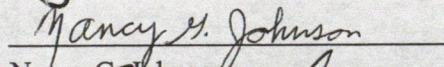
RESOLUTION OF THE COUNTY COUNCIL OF HENDRICKS COUNTY,  
INDIANA, APPROVING THE BROWNSBURG PUBLIC LIBRARY CAPITAL  
PROJECTS PLAN

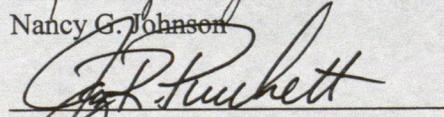
WHEREAS, the Brownsburg Public Library has adopted a Library Capital Projects Plan as provided for in IC 36-12-12, be it resolved that the Hendricks County Council, being the appropriate Fiscal Body for the Brownsburg Public Library as designated in IC 36-12-12-4, does hereby approve the Plan as received by this body on the 14<sup>th</sup> day of June, 2012.

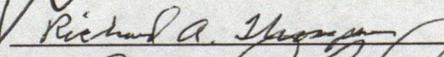
DULY ADOPTED on this 14<sup>th</sup> day of June, 2012 by the County Council of Hendricks County, Indiana.

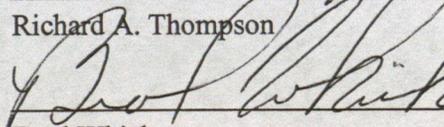
  
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Myron C. Anderson

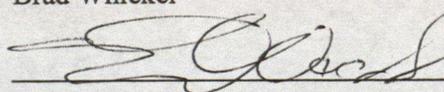
  
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Nancy G. Johnson

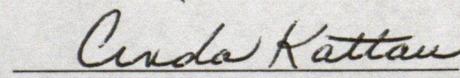
  
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Jay R. Puckett

  
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Richard A. Thompson

  
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Brad Whicker

  
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Nathaniel Woods

Attest:

  
\_\_\_\_\_  
Cinda Kattau, Auditor

**HENDRICKS COUNTY COUNCIL**

**RESOLUTION NO. 12-07**

**RESOLUTION SETTING FORTH FINAL ACTION IN DETERMINING THAT  
THE QUALIFICATIONS FOR AN ECONOMIC REVITALIZATION AREA  
HAVE BEEN MET AND CONFIRMING RESOLUTION NO. 12-05  
OF MAY 10, 2012**

WHEREAS, the Hendricks County Council of Hendricks County, Indiana adopted a Tax Abatement Procedures Ordinance on October 7, 1997; and

WHEREAS, pursuant to said Tax Abatement Procedures Ordinance, AMERICAN MOLD EXPERTS has filed with the Hendricks County Auditor an "Application for Designation of Economic Revitalization" on June 12, 2012; and

WHEREAS, at a duly constituted meeting of the Hendricks County Council held on May 10, 2012 said County Council reviewed and approved said Application and declared certain real estate within Hendricks County, Indiana, to be an "Economic Revitalization Area" pursuant to the specifications of Resolution No. 97-37 adopted and approved that date; and

WHEREAS, pursuant to I.C.6-1,1-12,1-1 et seq. the County Council of Hendricks County, Indiana has properly published "Notice of Public Hearing Regarding Designation of Area as Economic Revitalization Area" and

WHEREAS, no remonstrances, written or oral, have been filed with regard to Resolution No.12-05 stating opposition, of any type or character, to said Resolution, or the designation of the real estate described therein as an "Economic Revitalization Area"; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA, AS FOLLOWS:

1. Final Action. After legally required public notice, and after public hearing Pursuant to such notice the County Council of Hendricks County, Indiana hereby takes "final action" as that phrase is defined in I.C. 6-1,1-12,1-1 et.seq. with regard to the aforestated Application of American Mold Experts and the adoption of Resolution No. 12-05 on May 10, 2012..

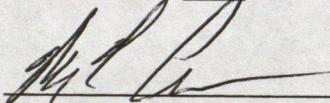
2. Confirmation of Resolution No. 12-05. It is hereby declared by County Council of Hendricks County, Indiana that Resolution No. 12-05, adopted on May 10, 2012 is in all respects hereby confirmed, and it is hereby stated that the qualifications for an economic revitalization area have been met by American Mold Experts as to the real estate described in Exhibit A of Resolution No. 12-05.

3. Effective Date. This Resolution shall be effective immediately upon its passage, subject to any right of appeal as provided by State Law.

Adopted by the County Council of Hendricks County, Indiana this 14th day of June, 2012.

AYE

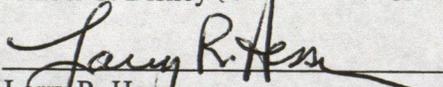
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Myron C. Anderson

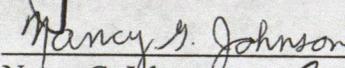
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~~Hurzel C. Disney~~ Nathaniel Woods

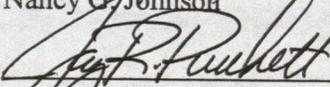
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~~Hurzel C. Disney~~ Nathaniel Woods

  
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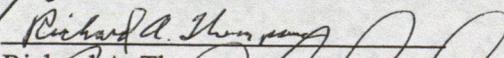
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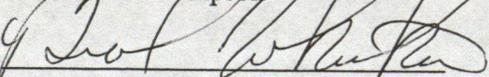
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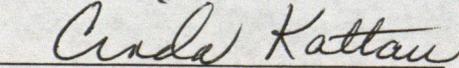
  
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Richard A. Thompson

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Richard A. Thompson

  
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Brad Whicker

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Brad Whicker

Attest:

  
\_\_\_\_\_  
Cinda Kattau, Auditor

## RESOLUTION NO. 2012- 08

### RESOLUTION ESTABLISHING POLICY PROHIBITING NEPOTISM

WHEREAS, the Board of County Commissioners of Hendricks County, Indiana has determined that there is a need to establish a policy that prohibits nepotism among its workforce.

NOW THEREFORE be it resolved by the Board of County Commissioners of Hendricks County, Indiana, that:

#### Section 1. Definitions

The following definitions shall apply in the interpretation and the enforcement of this Resolution:

A. "Employed" means an individual who is employed by the County on a full time, part time, temporary, intermittent or hourly basis. The term does not include an individual who holds only an elected office. The term includes an individual who is a party to an employment contract with the County. The performance of the duties of a precinct election officer (as defined in IC 3-5-2-40.1) that are imposed by IC 3 is not considered employment by the County.

B. "Direct line of supervision" means an elected officer or employee who is in a position to affect the terms and conditions of another individual's employment, including making decisions about work assignments, compensation, grievances, advancement or performance evaluation. The term does not include the responsibilities of the County Council or Board of County Commissioners to make decisions regarding salary ordinances, budgets or personnel policies of the County.

C. "Relative" means any of the following:

1. Spouse;
2. Parent or step parent;
3. A child or step child;
4. Brother, sister, step brother or step sister;
5. A niece or nephew;
6. An aunt or uncle; or
7. A daughter-in-law or son-in-law.

An adopted child of an individual is treated as a natural child of the individual. The terms "brother" and "sister" shall include a brother or sister by half blood (a common parent).

#### Section 2. Nepotism Prohibited

Individuals who are relatives shall not be employed by the County in a position that results in one relative being in the direct line of supervision of the other relative.

An individual shall not be promoted to a position if the new position would cause their relative to be in the direct line of supervision of that individual.

Individuals who are employed by the County on the date the individual's relative begins serving a term of an elected office in the County and the individual is in the direct line of supervision of the newly elected official are prohibited from remaining in that position.

An individual who is a spouse of the County Sheriff may not be employed by the County as prison matron for the County under IC 36-8-10-5.

An individual who served as County Coroner, is currently ineligible to serve due to term limits under Article 6 Section 2(b) of the Constitution of the State of Indiana, has receive certification under IC 36-2-14-22.3, and whose successor in the office of County Coroner is a relative may not be employed by County in the office of the Coroner.

### **Section 3. Exceptions to Prohibition Against Nepotism**

This Resolution does not abrogate or affect an employment contract with the County that an individual is a party to and is in effect on the date the individual's relative begins service a term of an elected office of the County.

This Resolution does not apply to individuals who are employed by the County on the date the individual's relative begins serving a term of an elected office in the County and the individual is in the direct line of supervision of the newly elected official.

This Resolution does not apply to a spouse of the County Sheriff employed by the County as prison matron for the County under IC 36-8-10-5.

This Resolution does not apply to an individual who served as County Coroner, is currently ineligible to serve due to term limits under Article 6 Section 2(b) of the Constitution of the State of Indiana, has receive certification under IC 36-2-14-22.3, and whose successor in the office of County Coroner is a relative.

### **Section 4. Impact of Resolution of Those Individuals Employed by County on July 1, 2012**

An individual who is employed by the County on July 1, 2012, is not subject to this Resolution unless the individual has a break in employment with the County. The following are not considered a break in employment with the County:

1. The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
2. The individual's employment with the unit is terminated following by immediate reemployment by the unit, without loss of payroll time.

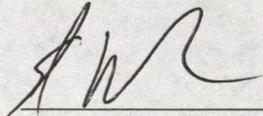
**Section 5. Certification by Elected Officers of the County**

Each elected officer of the County shall annually certify in writing, subject to the penalties for perjury, that the officer has not violated this Resolution. An elected officer shall submit the certification to the Board of County Commissioners not later than December 31 of each year.

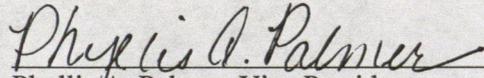
**Section 6. Effective Date of Resolution**

This Resolution shall be effective upon passage.

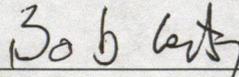
Adopted by the Board of County Commissioners of Hendricks County, Indiana this 26<sup>th</sup>  
day of June, 2012.



Eric L. Wathen, President

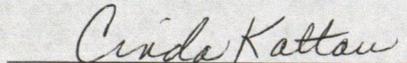


Phyllis/A. Palmer, Vice President



Bob Gentry, Member

ATTEST:

  
Cinda Kattau, Auditor

DATE: 6/26/12

## RESOLUTION NO. 2012- 09

### RESOLUTION ESTABLISHING POLICY REQUIRING DISCLOSURE OF CONTRACTS WITH RELATIVES

WHEREAS, the Board of County Commissioners of Hendricks County, Indiana has determined that there is a need to establish a policy requiring disclosure of contracts with the county and relatives of certain county officials.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Hendricks County, Indiana that:

#### **Section 1. Definitions**

The following definitions shall apply in the interpretation and the enforcement of this Resolution:

- A. "Elected official" means a County Commissioner or County Council member.
- B. "Relative" means any of the following:
  - 1. Spouse;
  - 2. Parent or step parent;
  - 3. A child or step child;
  - 4. Brother, sister, step brother or step sister;
  - 5. A niece or nephew;
  - 6. An aunt or uncle; or
  - 7. A daughter-in-law or son-in-law.

An adopted child of an individual is treated as a natural child of the individual. The terms "brother" and "sister" shall include a brother or sister by half blood (a common parent).

#### **Section 2. Application to Certain Contracts**

The County may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with an individual who is a relative of an elected official or a business entity that is wholly or partially owned by a relative of an elected official only if disclosure requirements under this Resolution are satisfied.

Contracts in existence at the time the term of office of the elected official begins are not affected until those contracts are renewed.

#### **Section 3. Disclosure of Contracts with Relatives**

An elected official whose relative enters into a contract with the County shall file a full disclosure of that contract.

Disclosure statement must be in writing, describe the contract or purchase to be made by the county, describe the relationship that the elected official has to the individual or business entity that contracts or purchases, and be affirmed under penalty of perjury.

Disclosure statement must be submitted to the Board of County Commissioners and be accepted by the Board in a public meeting prior to final action on the contract on or purchase.

Disclosure statement must be filed not later than fifteen (15) days after final action on the contract or purchase with the State Board of Accounts, and the Hendricks County Clerk of the Circuit Court.

**Section 4. Actions By Board of Commissioners or Appropriate Agency**

The Board of County Commissioners or an appropriate agency of the county designated by the Board of County Commissioners shall make a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered or make a certified statement of the reasons why the vendor or contractor was selected.

**Section 5. Certification by Elected Officers of the County**

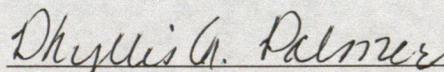
Each elected officer of the County shall annually certify in writing, subject to the penalties for perjury, that the officer has not violated this Resolution. An elected officer shall submit the certification to the Board of County Commissioners not later than December 31 of each year.

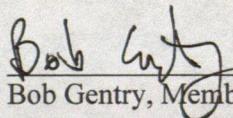
**Section 6. Effective Date of Resolution**

This Resolution shall be effective upon passage.

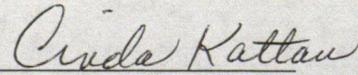
Adopted by the Board of County Commissioners of Hendricks County, Indiana, this 26<sup>th</sup> day of June, 2012.

  
Eric L. Wathen, President

  
Phyllis A. Palmer, Vice President

  
Bob Gentry, Member

ATTEST:

  
Cinda Kattau, Auditor

DATE: 6/26/12

## RESOLUTION NO. 12 - 10

### RESOLUTION ESTABLISHING HOURS WORKED FOR EXEMPT EMPLOYEES AND REVISION OF SMOKING POLICY

WHEREAS, the Board of County Commissioners of Hendricks County, Indiana has determined that there is a need to establish a policy that defines the expected average hours of work for an exempt employee and that due to changes in State Law a revision needs to be made to the current Smoking Policy.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Hendricks County, Indiana that:

#### **Section 1: Definitions**

The following definitions shall apply in the interpretation and the enforcement of this resolution:

##### **Exempt Employee**

An employee exempt from the Fair Labor Standards Act overtime provisions because the employee meets the following criteria:

- Employee performs executive, administrative, or professional duties;
- Income is at least \$455.00 per week;
- Employee is paid an established salary regardless of number of hours worked;
- Employee experiences no reduction in pay for absences of less than one day;
- Exempt employees are expected to average 70 hours over a two week pay period.

##### **First Deputy**

An individual appointed by an Elected Official who is authorized to perform the official duties of the Elected Official and is subject to the same regulations and penalties as the Elected Official. A First Deputy shall take the oath required of the Elected Official who makes the appointment. (Hereinafter referred to as "ADMINISTRATOR" in the absence of the Elected Official.) An official appointed to their position is expected to average 70 hours over a two week pay period.

#### **Chapter 4: Section B**

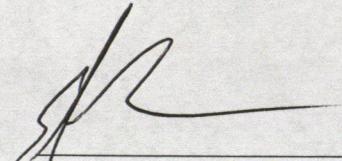
##### **Use of Tobacco Products**

The use of tobacco products by employees is discouraged. HB 1149, creating Public Law 141 enacts a smoking ban, and requires employers and owners, operators, managers or officials in charge of workplaces and public places to prohibit smoking in enclosed areas of workplaces and public places and within 8 feet of public entrances to workplaces and public places. This legislation requires employers to notify employees and applicants of the workplace smoking restrictions.

Further, employers, owners and managers cannot discharge employees, refuse to hire applicants or otherwise retaliate against any persons who report violations of the smoking provisions or exercise their rights or satisfy their obligations under the smoking provisions. Owners, operators, managers or other officials in charge of workplaces or public places that violate the smoking provisions are guilty of a Class B infraction. Owners, operators, managers or other officials in charge of workplaces or public places are guilty of a Class A infraction if they violate the smoking provisions and have committed at least three unrelated prior infractions. The law is effective July 1, 2012.

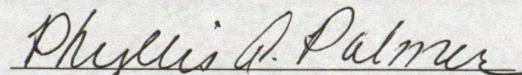
Further, the use of tobacco products by employees inside County vehicles is prohibited. Employees violating this policy may be subject to disciplinary action, up to and including termination and may be charged with an ordinance violation and/or a Class C Infraction pursuant to the Indiana Clean Indoor Air Law, Indiana Code 16-14-37-4. Administrators shall provide in writing all violations of this policy to the Board of Commissioners.

Adopted this 26 day of June, 2012 by the Hendricks County Board of Commissioners.



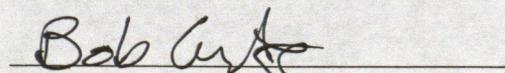
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Eric L. Wathen, President



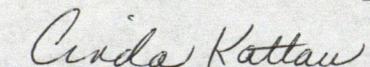
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Phyllis A. Palmer, Vice President



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Bob Gentry, Member

ATTEST:   
Cinda Kattau, Auditor

## AUTHORIZING RESOLUTION

Resolution No. 12-11

Resolution authorizing the filing of an application for a grant under Section 5311 of the Federal Transit Act, as amended.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital, operating and feasibility study assistance projects for nonurbanized public transportation systems under Section 5311 of the FTA Act of 1964, as amended;

WHEREAS, the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311 grants for public transportation projects;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY Hendricks County Commissioners:

1. That Eric Wathen, President (Name and Title of Authorizing Official) on behalf of Hendricks County Commissioners is authorized to make the necessary assurances and certifications and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services.
2. That Patrick Cockrum, CEO, Sycamore Services is authorized to execute and file an application on behalf of Hendricks County Commissioners with the INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
3. That Patrick Cockrum, CEO, Sycamore Services is authorized to furnish such additional information as INDOT may require in connection with the application.
4. That Patrick Cockrum, CEO, Sycamore Services is authorized to execute grant contract agreements on behalf of Hendricks County Commissioners.

### CERTIFICATE

The undersigned duly qualified and acting County Auditor (Title of Officer), of the Hendricks County Commissioners certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Hendricks County Commissioners held on 8/14/12.

If Applicant has an official seal, impress here.

Cinda Kattan

Signature of Recording Officer

HENDRICKS CO AUDITOR

Title of Recording Officer

8/14/12

Date

## HENDRICKS COUNTY COUNCIL

### RESOLUTION NO. 12-~~12~~

#### A RESOLUTION DESIGNATING ECONOMIC REVITALIZATION AREA AND QUALIFYING CERTAIN REAL PROPERTY AND IMPROVEMENTS FOR TAX ABATEMENT

WHEREAS, the Hendricks County Council of Hendricks County, Indiana adopted a Tax Abatement Procedures Ordinance on October 7, 1997; and

WHEREAS, pursuant to said Tax Abatement Procedures Ordinance, RENK LABECO Test Systems Corporation has filed with the Hendricks County Auditor an "Application for Designation of Economic Revitalization" on July 16, 2012; and

WHEREAS, said Application has been reviewed by the Tax Abatement Committee and the Hendricks County Council, the application has been considered at a duly held public meeting of said County Council and has received from the applicant the requisite filing fee.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA, AS FOLLOWS:

1. Declaration of Economic Revitalization Area. It is hereby declared by the Hendricks County Council that the real estate described in Exhibit A, attached hereto and made a part hereof, is, and shall hereafter be, deemed an "Economic Revitalization Area" as that phrase is used and intended under the provision of Indiana Code Sections 6-1.1-12.1-1 et seq.

2. Real Property and Improvements. The County Council of Hendricks County, Indiana hereby further declares that any and all improvements placed upon the real estate described in Exhibit A attached hereto, after the date of the adoption of this Resolution by the County Council upon any of the real estate described in Exhibit A attached hereto, after the date of the adoption of this Resolution by the County Council, shall, along with the said new real estate, be eligible for property tax abatement pursuant to the provisions of I.C. 6-1.1-12.1-1 et seq.

3. Compliance with Applicable Resolution and Statutes. It is hereby declared by the County Council of Hendricks County, Indiana that the Application of RENK LABECO heretofore filed complies in all respects with the Tax Abatement Procedure Ordinance No. 97-37 adopted October 7, 1997 and all governing Indiana statutes, and that said Application, in all respects, is hereby granted and approved.

4. No Limitation or Restrictions. It is hereby declared by the County Council of Hendricks County, Indiana that based on Hendricks County's Tax Abatement Procedures Ordinance No. 97-37 adopted on October 7, 1997, an allowance for a ten (10) year Abatement Duration for real property improvements and up to seven (7) year Abatement

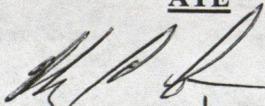
Duration for personal property as requested by the applicant meets the requirements of the Tax Abatement Procedures Ordinance.

5. Effective Date. This Resolution shall be effective immediately upon its passage, subject to the notice and hearing provisions of I.C. 6-1.1-2.1-2.5. The hearing contemplated by said statute shall be held at the time and place of the regular meeting of the County Council of Hendricks County, Indiana on August 16, 2012, to wit: Hendricks County Government Center, 355 S. Washington Street, Danville, Indiana, 2:00 p.m. At such meeting the County Council shall take final action determining whether the qualifications for an economic revitalization area (as to the real property) have been met, and shall confirm, modify and confirm, or rescind the Resolution. Such determination and final action by the Council shall be binding upon all affected parties, subject to the appeal procedures contemplated by I.C. 6-1.1-12.1-1 et seq.

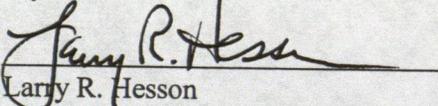
Adopted by the County Council of Hendricks County, Indiana this 16th day of August, 2012.

AYE

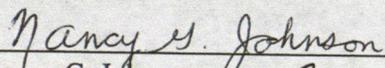
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Myron C. Anderson

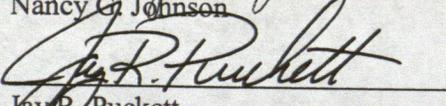
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Myron C. Anderson

  
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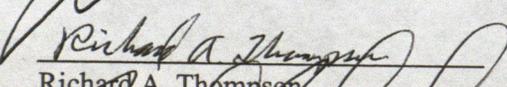
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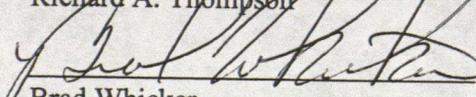
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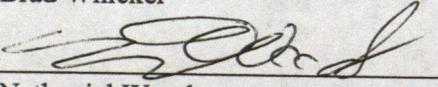
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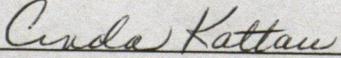
  
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Brad Whicker

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Brad Whicker

  
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Nathaniel Woods

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Nathaniel Woods

Attest:

  
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Cinda Kattau, Auditor

**EXHIBIT "A"**

A part of the Northeast quarter of the Northwest quarter of Section 25, Township 14 North, Range 1 West of the Second Principal Meridian, Hendricks County, Indiana containing approximately 3.45 acres and includes parcel # 006-320421-300020 and part of parcel # 006-320421-300025 on the west side of Union Mills Drive.

Auditor's Note: Actual legal description to be provided upon transfer by deed from Cedar Run Limited, Incorporated to RENK LABECO Test Systems Corporation.

RESOLUTION NO. 12 - 13

ESTABLISHING HENDRICKS COUNTY WORK RELEASE  
POLICIES AND PROCEDURES

WHEREAS, I.C. 11-12-1-2 provides for the establishment and the operation of community corrections programs by a county; and

WHEREAS, the Board of County Commissioners of Hendricks County, Indiana (Board of Commissioners) on December 22, 2009 adopted Resolution No. 09 - 16 confirming the establishment of the Community Corrections Advisory Board of Hendricks County; and

WHEREAS, the Hendricks County Community Corrections Advisory Board has recommended to the Hendricks County Board of Commissioners that the policies and procedures for the Hendricks County Work Release Center need to be officially approved by the Hendricks County Board of Commissioners; and

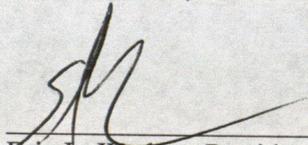
WHEREAS, the Director of the Hendricks County Work Release Center and the Director of the Hendricks County Human Resources Department have reviewed and compared the policies and procedures of the Hendricks County Work Release Center to the Hendricks County Employee Policy Manual and have made adjustments to the policies and procedures of the Hendricks County Work Release Center to insure consistency between the two policies, and

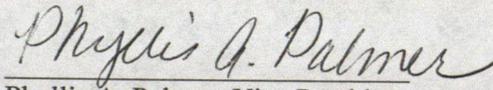
WHEREAS, the Hendricks County Board of Commissioners have determined that there is a need to affirm the policies and procedures for the Hendricks County Work Release Center; and

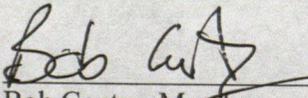
NOW, THEREFORE, BE IT RESOLVED, that the Hendricks County Board of Commissioners, do hereby affirm and approve the establishment of the policies and procedures of the Hendricks County Work Release Center entitled the Hendricks County Work Release Policies and Procedures.

Passed and Adopted by the Hendricks County Board of Commissioners this 11th day of September, 2012.

Policy Handbook may  
be reviewed in  
Human Resources.  
Commissioners also  
have a binder.  
CJH

  
Eric L. Wathen, President

  
Phyllis A. Palmer, Vice President

  
Bob Gentry, Member

**HENDRICKS COUNTY COUNCIL  
RESOLUTION NO. 12-14**

**RESOLUTION SETTING FORTH FINAL ACTION IN DETERMINING THAT  
THE QUALIFICATIONS FOR AN ECONOMIC REVITALIZATION AREA  
HAVE BEEN MET AND CONFIRMING RESOLUTION NO. 12-12  
OF AUGUST 16, 2012**

WHEREAS, the Hendricks County Council of Hendricks County, Indiana adopted a Tax Abatement Procedures Ordinance on October 7, 1997; and

WHEREAS, pursuant to said Tax Abatement Procedures Ordinance, RENK LABECO Test Systems Corporation has filed with the Hendricks County Auditor an "Application for Designation of Economic Revitalization" on July 16, 2012; and

WHEREAS, at a duly constituted meeting of the Hendricks County Council held on August 16, 2012 said County Council reviewed and approved said Application and declared certain real estate within Hendricks County, Indiana, to be an "Economic Revitalization Area" pursuant to the specifications of Resolution No. 97-37 adopted and approved that date; and

WHEREAS, pursuant to I.C.6-1,1-12,1-1 et seq. the County Council of Hendricks County, Indiana has properly published "Notice of Public Hearing Regarding Designation of Area as Economic Revitalization Area" and

WHEREAS, no remonstrances, written or oral, have been filed with regard to Resolution No.12-12 stating opposition, of any type or character, to said Resolution, or the designation of the real estate described therein as an "Economic Revitalization Area"; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA, AS FOLLOWS:

1. Final Action. After legally required public notice, and after public hearing Pursuant to such notice the County Council of Hendricks County, Indiana hereby takes "final action" as that phrase is defined in I.C. 6-1,1-12,1-1 et.seq. with regard to the aforestated application of RENK LABECO Test Systems Corporation and the adoption of Resolution No. 12-12 on August 16, 2012.

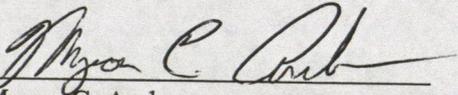
2. Confirmation of Resolution No. 12-12 It is hereby declared by County Council of Hendricks County, Indiana that Resolution No. 12-12, adopted on August 16, 2010 is in all respects hereby confirmed, and it is hereby stated that the qualifications for an economic revitalization area have been met by RENK LABECO Test Systems Corporation as to the real estate described in Exhibit A of Resolution No. 12-12.

3. Effective Date. This Resolution shall be effective immediately upon its passage, subject to any right of appeal as provided by State Law.

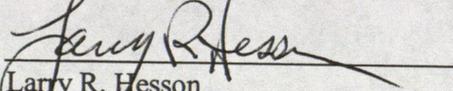
Adopted by the County Council of Hendricks County, Indiana this 13th day of September, 2012.

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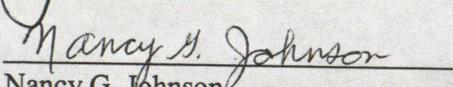
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Myron C. Anderson

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Myron C. Anderson

  
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Larry R. Hesson

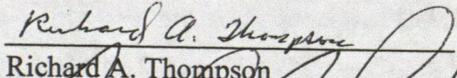
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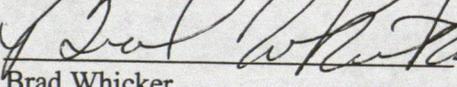
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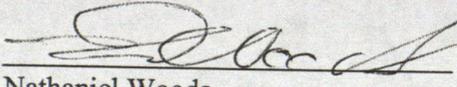
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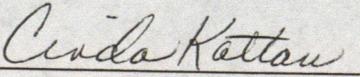
  
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Brad Whicker

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Brad Whicker

  
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Nathaniel Woods

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Nathaniel Woods

Attest:

  
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Cinda Kattau, Auditor

HENDRICKS COUNTY REGIONAL SEWER DISTRICT

RESOLUTION NO. 12-15

A RESOLUTION APPROVING THE AGREEMENT RELATING TO SANITARY SEWER SERVICE MATTERS BY AND AMONG THE TOWN OF BROWNSBURG, HENDRICKS COUNTY REGIONAL SEWER DISTRICT, AND HENDRICKS COUNTY WASTEWATER, LLC, d/b/a AQUA INDIANA, INC.

The Board of Directors ("Board") for the Hendricks County Regional Sewer District ("District") met at its regularly scheduled meeting on November 27, 2012, and lawfully considered this Resolution.

WHEREAS, the District is a regional sewer district, an independent municipal corporation, and political subdivision of the State of Indiana that has been authorized to provide sanitary sewer collection and treatment service to specific areas in Hendricks County, Indiana; and

WHEREAS, Hendricks County Wastewater, LLC d/b/a Aqua Indiana, Inc. ("Aqua") is an Indiana limited liability company that owns and operates sewer facilities in Indiana; and

WHEREAS, the Town of Brownsburg, Indiana ("Town") is an Indiana municipality that owns and operates wastewater collection and treatment facilities in and around its municipal limits; and

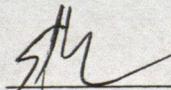
WHEREAS, the District and Aqua initiated and filed in Hendricks County a Complaint for Declaratory Judgment, Breach of Contract, Impairment of Statutory or Constitutional Rights and Inverse Condemnation against the Town (the "Complaint") which Complaint was removed to the United States District Court in the Southern District of Indiana, Indianapolis Division under Case No. 1:12-CV-0307-WTL-MJD; and

WHEREAS, the Board desires to approve the Agreement Relating to Sewer Service Matters, the form of which is attached hereto as Exhibit A ("Agreement").

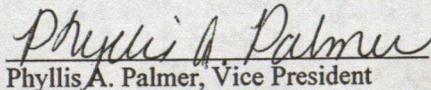
NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the Agreement and the execution thereof, and authorizes the President of the Board to take any other action necessary to effectuate the terms of the Agreement, including but not limited to, executing the Agreement subject to the conditions herein. The approval of the Agreement by the Board is subject to and conditioned upon approval of the Agreement by Resolution adopted by the Town Council for the Town and the execution of the Agreement by the Town.

Passed this 27<sup>th</sup> day of November, 2012, by the Board of Directors of the Hendricks County Regional Sewer District.

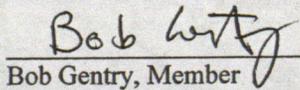
HENDRICKS COUNTY REGIONAL SEWER DISTRICT  
BOARD OF DIRECTORS



Eric L. Wathen, President

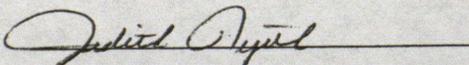


Phyllis A. Palmer, Vice President



Bob Gentry, Member

Attest"



**HENDRICKS COUNTY COUNCIL**

**RESOLUTION NO. 12-16**

**RESOLUTION SETTING FORTH FINAL ACTION IN DETERMINING THAT  
THE QUALIFICATIONS FOR AN ECONOMIC REVITALIZATION AREA  
HAVE BEEN MET AND GRANTING REAL AND PERSONAL TAX  
ABATEMENTS FOR GORDMANS, INC.**

WHEREAS, the Hendricks County Council of Hendricks County, Indiana adopted a Tax Abatement Procedures Ordinance on October 7, 1997; and

WHEREAS, pursuant to said Tax Abatement Procedures Ordinance, Gordmans, Incorporated has filed with the Hendricks County Auditor "Application for Designation of Economic Revitalization" for real and personal property on November 26, 2012; and

WHEREAS, said Application has been reviewed by the Tax Abatement Committee and the Hendricks County Council, the application has been considered at a duly held public meeting of said County Council and has received from the applicant the requisite filing fee; and

WHEREAS, at a duly constituted meeting of the Hendricks County Council held on January 14, 2010 said County Council declared certain real estate within Hendricks County, Indiana, to be an "Economic Revitalization Area" pursuant to the specifications of Resolution No. 97-37 adopted and approved that date; and

WHEREAS, pursuant to I.C. 6-1.1-12.1-1 et seq. the County Council of Hendricks County, Indiana has properly published "Notice of Public Hearing Regarding Designation of Area as Economic Revitalization Area" and

WHEREAS, no remonstrances, written or oral, have been filed with regard to this Resolution stating opposition, of any type or character, to said Resolution, or the designation of the real estate described therein as an "Economic Revitalization Area";

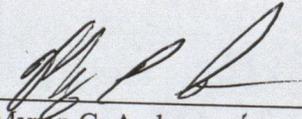
NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA, AS FOLLOWS:

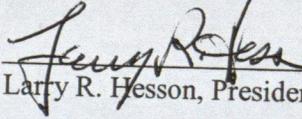
1. New Logistical Distribution and Information Technology Equipment. The County Council of Hendricks County, Indiana hereby declares that any and all new equipment described in Gordmans, Incorporated's application and installed after the date of the adoption of this Resolution by the County Council upon any of the real estate described in Exhibit A attached hereto, shall, along with the said new equipment, be eligible for property tax abatement pursuant to the provisions of I.C. 6-1.1-12.1-1 et seq.
2. Real Property Improvements. The County Council of Hendricks County, Indiana hereby declares that any and all improvements placed upon the real estate as described in Exhibit A attached hereto, after the date of the adoption of this Resolution by the County Council shall, along with the said real estate,

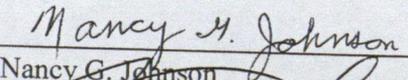
be eligible for property tax abatement pursuant to the provisions of I.C. 6-1.1-12.1-1 et. seq.

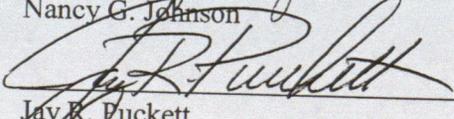
3. Compliance with Applicable Resolution and Statutes. It is hereby declared by the County Council of Hendricks County, Indiana that the Application of GORDMANS, Incorporated heretofore filed complies in all respects with the Tax Abatement Procedure Ordinance No. 97-37 adopted October 7, 1997 and all governing Indiana statutes, and that said Application, in all respects, is hereby granted and approved.
4. No Limitations or Restrictions. It is hereby declared by the County Council of Hendricks County, Indiana that based on the County's Tax Abatement Procedures Ordinance No. 97-37 adopted on October 7, 1997, allowance for a seven (7) year abatement on certain equipment and allowance for a ten (10) year abatement on real estate improvements meets the requirements of the Tax Abatement Procedures Ordinance.
5. Effective Date. This Resolution shall be effective immediately upon its passage, subject to any right of appeal as provided by State Law.

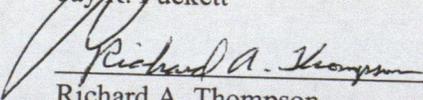
Adopted by the County Council of Hendricks County, Indiana this 13th day of December, 2012.

  
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Myron C. Anderson

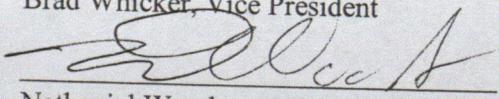
  
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Larry R. Hesson, President

  
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Nancy G. Johnson

  
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Jay R. Fickett

  
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Richard A. Thompson

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Brad Whicker, Vice President

  
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Nathaniel Woods

Attest:

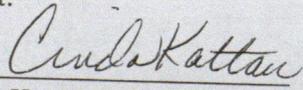
  
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Cinda Kattau, Auditor

EXHIBIT A

Part of the west half of the Southeast quarter and part of the east half of the Southwest quarter of Section 26, Township 14 North, Range 1 West containing 71.34 acres more or less (Parcel ID 32-14-26-400-012.000-013).

Part of the Southeast quarter of Section 26, Township 14 North, Range 1 West and part of the Southwest quarter of Section 25, Township 14 North, Range 1 West containing 79.564 acres more or less (Parcel ID 32-14-26-400-013.000-013).