

**HENDRICKS COUNTY COUNCIL REGULAR MEETING**

**Hendricks County Government Center**

**Commissioner/Council Meeting Room**

**Tuesday, April 16, 2024**

**9:00 A.M.**

**Call In 317-960-3121 Conference Number 292 297 184#**

**CALL TO ORDER:**

**MINUTES: March 19, 2024 Council Meeting**

**PUBLIC COMMENTS:**

**OLD BUSINESS: HCEDP - Confirming Resolution 2024-13 SCP Monrovia, LLC**

**NEW BUSINESS: Engineer John Ayers – Interlocal Agreement with Mooresville, Indiana  
TIF Annual Reports**

**ADDITIONAL APPROPRIATIONS: PUBLIC HEARING**

	DEPARTMENT	ACCOUNT	DESCRIPTION	AMOUNT	APPROVED
1	Sheriff	1001.10500.000.0105	Personal Services	\$5,054.00	
2	Public Defender	1001.16600.000.0166	Personal Services	\$5,345.00	
3.	Cumulative Bridge	1135.44285.000.0143	BR-237	\$600,000	
4.	Alternative Dispute Resolution	2202.31700.000.0160	Service Contracts	\$1,634.00	
5.	Alternative Dispute Resolution	2202.39900.000.0160	Miscellaneous	\$2,500.00	
6.	Auditor	8950.40005.000.0102	HCCC Switch	\$1,800,000	

**TRANSFERS:**

	DEPARTMENT	FROM	TO	AMOUNT	Y/N
1.	Drug Free Community	1148.16401.000.0164	1148.16404.000.0164	\$2,000.00	

**OTHER BUSINESS: Status of Funds**

**HENDRICKS COUNTY COUNCIL REGULAR MEETING  
MARCH 19, 2024**

The regular meeting of the Hendricks County Council was called to order by President Eric Wathen on Tuesday March 19, 2024 with the following in attendance: Councilmen Caleb Brown, David Cox, Larry Hesson, Larry Scott, Eric Wathen, Brad Whicker, David Wyeth, and Auditor Nancy Marsh. Legal Counsel Rhonda Cook was out of the country and not in attendance. Councilman Brad Whicker led the assembly in the Pledge of Allegiance.

**IN THE MATTER OF THE FEBRUARY 20, 2024 COUNCIL MEETING MINUTES**

It was moved by Brad Whicker and seconded by David Wyeth to approve the minutes of the February 20, 2024 meeting as amended. Motion carried 7-0.

**IN THE MATTER OF PUBLIC COMMENT**

No public comment was heard.

**IN THE MATTER OF THE MOU FOR COMPENSATION FOR  
HENDRICKS COUNTY PROBATION OFFICERS**

Probation Director Chad Boruff and Court Administrator Catherine Haines were present to address the Council questions regarding number 9 on the *Memorandum of Understanding for Compensation for Hendricks County Probation Officers* which was tabled at the February 19, 2024 meeting. Councilman Caleb Brown reported he had spoken to Court Administrator Catherine Haines and had received clarification that the Judges had requested the Probation Officers be awarded the Judicial Conference COLA rather than the Hendricks County Council awarded COLA. Auditor Nancy Marsh stated she appreciated the written guidance as the subject was debated each year during the budget preparation. It was moved by Caleb Brown and seconded by Brad Whicker to approve the *Memorandum of Understanding for Compensation for Hendricks County Probation Officers* as presented. Motion carried 7-0.

**IN THE MATTER OF THE APPLICATION FOR REAL PROPERTY ABATEMENT  
FROM SCP MONROVIA, LLC. AND DESIGNATING RESOLUTION 2024-11**

Joe Jasin, Project Manager and Brian Bilger, Executive Director, of the Hendricks County Economic Development Partnership presented a request for a 10 year real property tax abatement which included the *Application for Designation of Economic Revitalization Area* and the *SB-1/Real Property*, and *A Resolution Designating Economic Revitalization Area and Qualifying Certain Property and Improvements for Tax Abatement for SCP Monrovia Investors, LLC*. Upon advice from the Council's legal counsel, Rhonda Cook, the phrase "the Tax Abatement Committee and" was removed and the phrase "substantially complies" was added to Section 3.

Councilman Larry Hesson recommended the language be changed in Section 2 from "all eligible real property" to "all eligible real improvements". Councilman David Cox noted that the SB-1 and the Application did not contain signatures. Brian Bilger stated that the applicant had been hospitalized

and the Hendricks County Economic Development Partnership would obtain the required signatures.

Mr. Bilger stated that they were working on a Tax Abatement Report, to be used by all Hendricks County units granting abatements, that would give some uniformity to the presentation of the required information.

It was moved by Brad Whicker and seconded by Caleb Brown to approve Resolution 2024-11, as amended, *A Resolution Designating Economic Revitalization Area and Qualifying Certain Real Property and Improvements for Tax Abatement*, as amended. Motion carried 7-0.

#### **IN THE MATTER OF THE INTERLOCAL COOPERATION AGREEMENT**

Hendricks County Engineer, John Ayers, presented an *Interlocal Cooperation Agreement between Morgan County, Indiana and Hendricks County, Indiana* for the Council's review and approval. Mr. Ayers stated the agreement had been reviewed and approved by the Hendricks County Board of Commissioners on March 12, 2024. It was moved by Brad Whicker and seconded by Larry Scott to approve the *Interlocal Cooperation Agreement between Morgan County, Indiana and Hendricks County, Indiana* as presented. Motion carried 7-0.

#### **IN THE MATTER OF THE EMERGENCY ADDITIONAL APPROPRIATIONS**

The Public Hearing was opened by President Eric Wathen. Hearing no comments from the public, the Public Hearing was closed.

Engineer John Ayers briefly explained the dire condition of the culvert and the emergency funding request for Culvert CE 061. It was moved by Larry Hesson and seconded by David Cox to approve Emergency additional apportionments 1 through 5 as presented. Motion carried 7-0.

#### **EMERGENCY APPROPRIATION RESOLUTION**

Whereas, certain extraordinary emergencies have developed since the adoption of the existing budget, so that it is necessary to appropriate more money than was appropriated in the annual budget; therefore, to meet such extraordinary emergencies;

Be it resolved by the County Council of Hendricks County, Indiana, that for the expense of said County the following additional sums of money are hereby appropriated and ordered set apart out of the several funds as herein and for the purpose herein specified, subject to the laws governing the same.

	DEPARTMENT	ACCOUNT	DESCRIPTION	AMOUNT	APPROVED
1	Bridge/Highway	1135.45590.000.0201	Emergency Culvert CE061	\$500,000.00	\$500,000.00
2	Health	1159.20212.000.0214	Education Supplies	\$4,600.00	\$4,600.00
3	Public Defender	1200.30410.000.0166	Capital Defense	\$75,000.00	\$75,000.00
4	Westpoint TIF	4402.30200.000.0102	Attorney Fees	\$20,000.00	\$20,000.00
5	Westpoint TIF	4402.30201.000.0102	Financial Consultant Fees	\$20,000.00	\$20,000.00

Dated this 19<sup>th</sup> day of March, 2024.

**AYE**

**NAY**

/s/ Caleb Brown  
/s/ David Cox  
/s/ Larry R. Hesson  
/s/ Larry R. Scott  
/s/ Eric Wathen  
/s/ Brad Whicker  
/s/ David Wyeth

ATTEST: /s/ Nancy L. Marsh

**IN THE MATTER OF THE REALLOCATION OF FUNDS**

It was moved by Larry Scott and seconded by David Wyeth to approve the Reallocation of Funds numbers 1 and 6 as presented. Motion carried 7-0.

**REALLOCATION OF FUNDS RESOLUTION**

Be it resolved by the County Council of Hendricks County, Indiana, that for the expenses of the unit of Government of Hendricks County, the following sums of money previously appropriated for expenditures from a detailed account within a major classification, are hereby reallocated to another detailed account within a different classification as originally appropriated, all as herein specified.

	DEPARTMENT	FROM	TO	AMOUNT	Y/N
1.	Clerk Perpetuation	1119.36600.000.0101	1119.20100.000.0101	\$2,000.00	Y
2.	Health 93.268 Grant	8131.18690.000.0214	8131.18633.000.0214	\$2,070.00	Y
3.	Health 93.268 Grant	8131.18690.000.0214	8131.20211.000.0214	\$2,520.00	Y
4.	Health 93.268 Grant	8131.31900.000.0214	8131.20211.000.0214	\$8,430.00	Y
5.	Health 93.268 Grant	8131.33000.000.0214	8131.20211.000.0214	\$1,250.00	Y
6.	Health 93.268 Grant	8131.39900.000.0214	8131.20211.000.0214	\$1,800.00	Y

Dated this 19<sup>th</sup> day of March 2024.

**AYE**

**NAY**

/s/ Caleb Brown  
/s/ David Cox  
/s/ Larry R. Hesson  
/s/ Larry R. Scott  
/s/ Eric Wathen  
/s/ Brad Whicker  
/s/ David Wyeth

ATTEST: /s/ Nancy L. Marsh

### **IN THE MATTER OF THE STATUS OF FUNDS**

The Status of Funds was reviewed and noted that the reported funds have strong balances.

### **IN THE MATTER OF THE FLEXIBLE SPENDING ACCOUNT (FSA) FOR COBRA ELIGIBLE EMPLOYEES**

Council President Eric Wathen stated he had received a call from Jasmine Chong, Senior Account Executive with Apex Benefits, notifying the County that Nyhart will no longer manage the COBRA FSA Accounts effective May 1, 2024. Mr. Wathen stated that it is rare for an employee to seek COBRA coverage with a Flexible Spending Account. Mr. Wathen stated that UMR had quoted a price to manage the COBRA FSA accounts of five cents (.05) per employee, per month. It was moved by David Wyeth and seconded by David Cox to recommend UMR replace Nyhart to provide COBRA FSA management to the Hendricks County Commissioners. Motion carried 7-0.

### **IN THE MATTER OF 2025 WAGES**

Auditor Nancy Marsh stated that since county budgeting is an 18 month process, it would be extremely helpful to have the percentage of increases established prior to May, when the departments receive their 2025 budget instructions. Conservation was held about the method of distribution. Mr. Wathen reported the Midwest CPI rate on December 31, 2023 was 3.2%. Discussion was held on whether to calculate 3.2% as a COLA and a 1.3% as a Performance pool separately. It was the consensus to calculate the total percentage of 4.5% at this time with a final decision made at the April 16, 2024 meeting.

### **IN THE MATTER OF THE WORKSHOPS DATES FOR THE 2025 BUDGET**

Auditor Nancy Marsh distributed a 2025 budget workshop calendar for the Council's review and approval. Hearing no objection to the calendar, it was the consensus to set the budget workshops on August 6, 7, & 8, 2024.

- |                                    |  |
|------------------------------------|--|
| ➤ April 16, 2024                   | Regular April Council Meeting - Decides Percentage(s) and Method |
| ➤ May 20-24, 2024                  | Auditor Sends out Memo with the 2025 Budget Instructions         |
| ➤ June 28, 2024                    | Deadline to Return Budget(s) to Auditor                          |
| ➤ July 16, 2024                    | Regular July Council Meeting                                     |
| ➤ <i>August 6, 7 &amp; 8, 2024</i> | <i>Budget Workshops 9:00 to 3:00</i>                             |
| ➤ August 20, 2024                  | Regular August Council Meeting                                   |
| ➤ September 17, 2024               | Regular September Council Meeting – Budget Public Hearing        |
| ➤ October 15, 2024                 | Regular October Council Meeting – Budget Adoption                |
| ➤ November 1, 2024                 | Deadline to Submit Adopted Budget in Gateway                     |

### **COUNTY COMMENTS**

The Council acknowledged receipt and review of the Coroner's Annual Report.

Councilmen David Wyeth, Larry Scott and Larry Hesson reported on the Hendricks County Bicentennial Kick Off even held on March 14, 2024 at the Lizton Lodge, Mr. Scott stated the Committee has multiple different events planned and encouraged people go to the website of [Hendricks200.com](http://Hendricks200.com) for more information. Mr. Hesson stated the Lizton Lodge is an excellent facility.

Councilman Larry Hesson stated the West Central District of the Association of Indiana Counties is tonight, March 19, 2024 at the Walden Inn in Greencastle, Indiana.

There being no further business to come before the Council, upon motion made by David Wyeth and seconded by Larry Scott, the meeting was adjourned Tuesday, March 19, 2024.

### **HENDRICKS COUNTY COUNCIL**

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Caleb Brown

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David Cox

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Larry R. Hesson

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Larry R. Scott

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Eric Wathen

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Brad Whicker

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David Wyeth

ATTEST:

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Nancy L. Marsh, Hendricks County Auditor

## **HENDRICKS COUNTY COUNCIL RESOLUTION NO. 2024-13**

### **RESOLUTION SETTING FORTH FINAL ACTION IN DETERMINING THAT THE QUALIFICATIONS FOR AN ECONOMIC REVITALIZATION AREA HAVE BEEN MET AND CONFIRMING RESOLUTION NO. 2024-13 OF APRIL 16, 2024**

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

WHEREAS, pursuant to said Tax Abatement Procedures Ordinance, SCP Monrovia Investors, LLC has filed with the Hendricks County Auditor an "Application for Designation of Economic Revitalization" on February 13, 2024; and

WHEREAS, at a duly constituted meeting of the Hendricks County Council held on March 19, 2024 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 on October 7, 1997 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. 2024-13 stating opposition, or 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 foretasted Application of SCP Monrovia Investors, LLC and the adoption of Resolution No 2024-13 on April 16, 2024.
2. Confirmation of Resolution No 2024-13. It is hereby declared by County Council of Hendricks County, Indiana that Resolution No 2024-11, adopted on March 19, 2024 is in all respects hereby confirmed, and it is hereby stated that the qualifications for an economic revitalization area have been met by SCP Monrovia Investors, LLC as to the real estate described in Exhibit A of Resolution No. 2024-11 and real property tax abatement is approved in accordance with the percentages shown for abatement on the attached Exhibit B are approved.
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 16<sup>th</sup> day of April, 2024.

**AYE**

**NAY**

\_\_\_\_\_  
Caleb Brown

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Caleb Brown

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David Cox

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David Cox

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Larry R. Hesson

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Larry R. Hesson

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Larry R. Scott

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Larry R. Scott

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Eric Wathen

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Eric Wathen

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Brad Whicker

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Brad Whicker

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David Wyeth

\_\_\_\_\_  
David Wyeth

Attest:

\_\_\_\_\_  
Nancy Marsh, Auditor



### Legal Description

A part of the southeast quarter, part of the east half of the southwest quarter, and part of the west half of the northeast quarter of section 36, township 14 north, range 1 west, Hendricks County, Indiana, and being more particularly described as follows:

Commencing at the southeast corner of said southeast quarter; thence south 89 degrees 39 minutes 03 seconds west (basis of bearing - Indiana state plane coordinate system west zone) for a distance of 2574.24 feet to the southeast corner of a tract of land described to SCP Monrovia Investor, LLC as "exception 1" in instrument number 202139748 in the office of the recorder of Hendricks County; thence north 00 degrees 29 minutes 38 seconds west along the west line of said tract for a distance of 714.00 feet to the point of beginning; thence south 65 degrees 00 minutes 40 seconds west along the north line of said tract for a distance of 296.60 feet to the northwest corner thereof, the following 3 courses being along the west line of said tract; 1) south 21 degrees 58 minutes 02 seconds west for a distance of 88.20 feet; 2) south 12 degrees 02 minutes 02 seconds west for a distance of 229.20 feet; 3) south 02 degrees 44 minutes 58 seconds east for a distance of 210.22 feet to the north line of a tract of land described to the Board of Commissioners of Hendricks County, Indiana in instrument number 201729950 in said Recorder's office; thence south 89 degrees 39 minutes 06 seconds west along said north line for a distance of 130.47 feet; thence continuing along said line south 80 degrees 11 minutes 22 seconds west for a distance of 157.09 feet to the southeast corner of a tract of land described to the City of Indianapolis in instrument number 201120861, the following 3 courses being along said tract; 1) north 00 degrees 20 minutes 56 seconds west for a distance of 100.82 feet; 2) south 89 degrees 39 minutes 04 seconds west for a distance of 100.00 feet; 3) south 00 degrees 20 minutes 56 seconds east for a distance of 117.49 feet to the north line of said Hendricks County Commissioners tract; thence south 80 degrees 11 minutes 20 seconds west along said north line for a distance of 45.67 feet; thence south 00 degrees 23 minutes 33 seconds east for a distance of 24.83 feet to the south line of said southwest quarter; thence south 89 degrees 39 minutes 09 seconds west along said south line for a distance of 451.14 feet; thence north 00 degrees 28 minutes 19 seconds west for a distance of 18.42 feet; thence north 56 degrees 12 minutes 24 seconds west for a distance of 79.53 feet to the east line of state road 39, the following 7 courses being along said line; 1) north 02 degrees 03 minutes 04 seconds east for a distance of 361.26 feet; 2) north 02 degrees 57 minutes 00 seconds west for a distance of 395.51 feet; 3) north 01 degrees 47 minutes 37 seconds west for a distance of 918.63 feet; 4) north 22 degrees 26 minutes 03 seconds east for a distance of 71.95 feet; 5) north 01 degrees 47 minutes 37 seconds west for a distance of 65.62 feet; 6) north 21 degrees 05 minutes 01 seconds west for a distance of 139.04 feet; 7) north 01 degrees 47 minutes 22 seconds west for a distance of 656.60 feet to the north line of said southwest quarter; thence north 89 degrees 45 minutes 32 seconds east along said north line for a distance of 1265.84 feet to the center quarter section of said section 36; thence north 00 degrees 43 minutes 33 seconds west along the west line of the northeast quarter of said section for a distance of 2279.76 feet to the south line of frontage road as established by Indiana State Highway Commission right of way grant in instrument number 196501857 the following 4 courses being along said line; 1) north 63 degrees 20 minutes 32 seconds east for a distance of 500.32 feet; 2) north 58 degrees 52 minutes 29 seconds east for a distance of 64.59 feet; 3) along a non-tangent curve to the right having a radius of 344.26 feet and an arc length of 176.33 feet and subtended by a long chord bearing of north 78 degrees 04 minutes 58 seconds east and a distance of 174.41; 4) south 87 degrees 15 minutes 46 seconds east for a distance of 48.29 feet; thence south 01 degrees 03 minutes 54 seconds east for a distance of 132.63 feet; thence south 89 degrees 43 minutes 13 seconds east for a distance of 594.00 feet to the west line of a tract of land described to Larry Gale & Larry Gale Cochran living trust in instrument number 200700012355 in

the office of said Recorder; thence south 00 degrees 45 minutes 42 seconds east along said west line for a distance of 2427.87 feet to the northeast corner of a tract of land described to SCP Monrovia Investor, LLC in instrument number 202139749 in the office of said Recorder and the southeast corner of the west half of the northeast quarter of said section 36, the following 3 courses being along the west line of said SCP Monrovia Investor, LLC tract; 1) south 41 degrees 18 minutes 09 seconds west for a distance of 1022.48 feet; 2) south 88 degrees 42 minutes 00 seconds west for a distance of 554.13 feet; 3) south 00 degrees 29 minutes 38 seconds east for a distance of 1166.19 feet to the point of beginning. containing 163.74 acres of land, more or less.

## Exhibit B

### Abatements - Real Property

[illegible]

### Abatements – Personal Property

[illegible]



# STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

20\_\_ PAY 20\_\_

FORM SB-1 / Real Property

## PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)  
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

### INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1		TAXPAYER INFORMATION			
Name of taxpayer SCP Monrovia Investors, LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 280 East 96th Street, Suite 250, Indianapolis, IN 46240					
Name of contact person Mark Fennerty		Telephone number (317) 708-8508		E-mail address mfennerty@strategiccapitalpartners.com	
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT			
Name of designating body Hendricks County		Resolution number			
Location of property Located at or about the southeastern quadrant of I-70 and S.R. 39, Monrovia		County Hendricks		DLGF taxing district number 013	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) The proposed industrial project, on roughly 202.29 acres, consists of three Class A buildings, including an approximate 698,880 sf building ("building 1"), an approximate 606,480 sf building ("Building 2"), an approximate 374,320 sf building ("Building 3").		Estimated start date (month, day, year) 4/30/2025 (Bldgs 1, 2, 3)		Estimated completion date (month, day, year) 4/30/2027 (Bldgs 1, 2, 3)	
SECTION 3		ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT			
Current Number 0.00	Salaries \$0.00	Number Retained 0.00	Salaries \$0.00	Number Additional 366.00	Salaries \$12,814,422.40
SECTION 4		ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT			
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values		0.00		323,600.00	
Plus estimated values of proposed project		92,000,000.00		92,000,000.00	
Less values of any property being replaced		0.00		0.00	
Net estimated values upon completion of project		92,000,000.00		92,323,600.00	
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
Estimated solid waste converted (pounds) _____		Estimated hazardous waste converted (pounds) _____			
Other benefits Waste Converted & Other Benefits TBD once Tenant is known.					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.					
Signature of authorized representative 				Date signed (month, day, year) 03/21/2024	
Printed name of authorized representative Richard W. Horn				Title Authorized Representative	

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed \_\_\_\_\_ calendar years\* (see below). The date this designation expires is \_\_\_\_\_. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
1. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
  2. Residentially distressed areas ☐ Yes ☐ No
- C. The amount of the deduction applicable is limited to \$ \_\_\_\_\_.
- D. Other limitations or conditions (specify) \_\_\_\_\_
- E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (\* see below)  
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
☐ Yes ☐ No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)  Printed name of authorized member of designating body <b>Eric Wathen, President</b>	telephone number <b>(317) 745-9315</b>	Date signed (month, day, year) <b>4-16-24</b>
Attested by (signature and title of attester)	Name of designating body <b>Hendricks County Council</b> Printed name of attester	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**IC 6-1.1-12.1-17**

**Abatement schedules**

**Sec. 17. (a)** A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

**(b)** This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

**(c)** An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

## **NOTICE OF PUBLIC HEARING BY THE HENDRICKS COUNTY COUNCIL, HENDRICKS COUNTY INDIANA REGARDING DESIGNATION OF AREA AS ECONOMIC REVITALIZATION AREA**

Notice is hereby given that the Hendricks County Council, Hendricks County, Indiana, adopted Resolution 2024-11 on March 19, 2024 which resolution was titled "A resolution designating economic revitalization area and qualifying certain real property tax abatement." The applicant for said designation is SCP Monrovia Investors, LLCC.

On April 16, 2024 at 9:00 a.m. in the Hendricks County Commissioners Meeting Room at 355 South Washington Street, Danville, Indiana, the Hendricks County Council will receive and hear remonstrance and objections to Resolution Number 2024-13 from interested persons. After considering the evidence, the Hendricks County Council shall take final action determining whether the qualifications for an economic revitalization area have been met, and confirm, modify and confirm, or rescind Resolution 2024-13. Such determination by the Hendricks County Council shall be final except that an appeal may be taken and heard as provided by IC 6.1.1-12.1-1 et seq. Pursuant to IC 6-1.1-12.1-2.5 a person must file a written remonstrance with the Hendricks County Council and be aggrieved by the final action by the Hendricks County Council, to be eligible to initiate an appeal of that action in the Circuit or Superior Courts of Hendricks County. The only grounds of an appeal that the Court may hear is whether the proposed project will meet the qualification of the economic revitalization area law. The burden of proof of such proceeding will be on the applicant.

A description of the affected area is available and can be inspected in the office of the Hendricks County Assessor, Hendricks County Government Center, Danville, Indiana.

### **Legal Description**

A part of the southeast quarter, part of the east half of the southwest quarter, and part of the west half of the northeast quarter of section 36, township 14 north, range 1 west, Hendricks County, Indiana, and being more particularly described as follows:

Commencing at the southeast corner of said southeast quarter; thence south 89 degrees 39 minutes 03 seconds west (basis of bearing - Indiana state plane coordinate system west zone) for a distance of 2574.24 feet to the southeast corner of a tract of land described to SCP Monrovia Investor, LLC as "exception 1" in instrument number 202139748 in the office of the recorder of Hendricks County; thence north 00 degrees 29 minutes 38 seconds west along the west line of said tract for a distance of 714.00 feet to the point of beginning; thence south 65 degrees 00 minutes 40 seconds west along the north line of said tract for a distance of 296.60 feet to the northwest corner thereof, the following 3 courses being along the west line of said tract; 1) south 21 degrees 58 minutes 02 seconds west for a distance of 88.20 feet; 2) south 12 degrees 02 minutes 02 seconds west for a distance of 229.20 feet; 3) south 02 degrees 44 minutes 58 seconds east for a distance of 210.22 feet to the north line of a tract of land described to the Board of Commissioners of Hendricks County, Indiana in instrument number 201729950 in said Recorder's office; thence south 89 degrees 39 minutes 06 seconds west along said north line for a distance of 130.47 feet; thence continuing along said line south 80 degrees 11 minutes 22 seconds west for a distance of 157.09 feet to the southeast corner of a tract of land described to the City of Indianapolis in instrument number 201120861, the following 3 courses being along said tract; 1) north 00 degrees 20 minutes 56 seconds west for a distance of 100.82 feet; 2) south 89 degrees 39 minutes 04 seconds west for a distance of 100.00 feet; 3) south 00 degrees 20 minutes 56 seconds east for a distance of 117.49 feet to the north line of said Hendricks County Commissioners tract; thence south 80 degrees 11 minutes 20 seconds west along said north line for a distance of 45.67 feet; thence south 00 degrees 23 minutes 33 seconds east for a distance of 24.83 feet to the



south line of said southwest quarter; thence south 89 degrees 39 minutes 09 seconds west along said south line for a distance of 451.14 feet; thence north 00 degrees 28 minutes 19 seconds west for a distance of 18.42 feet; thence north 56 degrees 12 minutes 24 seconds west for a distance of 79.53 feet to the east line of state road 39, the following 7 courses being along said line; 1) north 02 degrees 03 minutes 04 seconds east for a distance of 361.26 feet; 2) north 02 degrees 57 minutes 00 seconds west for a distance of 395.51 feet; 3) north 01 degrees 47 minutes 37 seconds west for a distance of 918.63 feet; 4) north 22 degrees 26 minutes 03 seconds east for a distance of 71.95 feet; 5) north 01 degrees 47 minutes 37 seconds west for a distance of 65.62 feet; 6) north 21 degrees 05 minutes 01 seconds west for a distance of 139.04 feet; 7) north 01 degrees 47 minutes 22 seconds west for a distance of 656.60 feet to the north line of said southwest quarter; thence north 89 degrees 45 minutes 32 seconds east along said north line for a distance of 1265.84 feet to the center quarter section of said section 36; thence north 00 degrees 43 minutes 33 seconds west along the west line of the northeast quarter of said section for a distance of 2279.76 feet to the south line of frontage road as established by Indiana State Highway Commission right of way grant in instrument number 196501857 the following 4 courses being along said line; 1) north 63 degrees 20 minutes 32 seconds east for a distance of 500.32 feet; 2) north 58 degrees 52 minutes 29 seconds east for a distance of 64.59 feet; 3) along a non-tangent curve to the right having a radius of 344.26 feet and an arc length of 176.33 feet and subtended by a long chord bearing of north 78 degrees 04 minutes 58 seconds east and a distance of 174.41; 4) south 87 degrees 15 minutes 46 seconds east for a distance of 48.29 feet; thence south 01 degrees 03 minutes 54 seconds east for a distance of 132.63 feet; thence south 89 degrees 43 minutes 13 seconds east for a distance of 594.00 feet to the west line of a tract of land described to Larry Gale & Larry Gale Cochran living trust in instrument number 200700012355 in the office of said Recorder; thence south 00 degrees 45 minutes 42 seconds east along said west line for a distance of 2427.87 feet to the northeast corner of a tract of land described to SCP Monrovia Investor, LLC in instrument number 202139749 in the office of said Recorder and the southeast corner of the west half of the northeast quarter of said section 36, the following 3 courses being along the west line of said SCP Monrovia Investor, LLC tract; 1) south 41 degrees 18 minutes 09 seconds west for a distance of 1022.48 feet; 2) south 88 degrees 42 minutes 00 seconds west for a distance of 554.13 feet; 3) south 00 degrees 29 minutes 38 seconds east for a distance of 1166.19 feet to the point of beginning. containing 163.74 acres of land, more or less.

Commonly located at or about the southeastern quadrant of I-70 and S.R. 39, Monrovia, Indiana (Hendricks County)

Hendricks County Council  
Eric Wathen, President

Nancy Marsh  
Hendricks County Auditor

Publish One Time: April 4, 2024

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
TOWN OF MOORESVILLE, INDIANA  
AND  
HENDRICKS COUNTY, INDIANA**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between, Town of Mooresville, Indiana ("Town of Mooresville") and Hendricks County, Indiana ("Hendricks County") related to the Hendricks County intersection improvements at the intersection of Hendricks County Road and Old State Road 267 ("the Project")

**RECITALS**

WHEREAS, I.C. § 8-17-1-45(a) provides that each county is responsible for the construction, reconstruction, maintenance, and operation of the roads, including the ditches and signs for those roads, making up its southern and eastern boundaries; and

WHEREAS, Hendricks County Road forms the boundary between Hendricks County and Town of Mooresville, and is Hendricks County's southern boundary; therefore, Hendricks County is responsible for the construction, reconstruction, maintenance, and operation of Hendricks County Road pursuant to I.C. § 8-17-1-45; and

WHEREAS, Hendricks County Road is a major roadway which serves and affects the citizens of and the economic well-being of Town of Mooresville and Hendricks County; and

WHEREAS, the intersection of Hendricks County Road and Old State Road 267 has been determined to be in need of improvements in order to safely serve the users of Hendricks County Road; and

WHEREAS, Town of Mooresville and Hendricks County, individually and collectively, have determined that the financing, design, and construction of intersection improvements (the "Project") will be of public utility and benefit; and

WHEREAS, in order to construct the Project, it is necessary for Hendricks County to acquire, manage and regulate right-of-way and conduct construction activities within the borders of Town of Mooresville; and

WHEREAS, , Hendricks County may exercise powers granted by I.C. § 36-1-4-5 (power to acquire real and personal property by eminent domain or other means) and I.C. § 36-1-4-6 (power to use, improve, develop, insure, protect, maintain, lease and dispose of interests in property) within the boundaries of another local agency pursuant to an interlocal cooperation agreement under I.C. 36-1-7; and

WHEREAS, pursuant to I.C. § 36-1-7-2, a power that may be exercised by a political subdivision and by one or more other governmental entities may be exercised (1) by one or more entities on behalf of others, or (2) jointly by the entities, if the executive of the entities enters into a written interlocal cooperation agreement as approved by ordinance or resolution; and

WHEREAS, accordingly, Hendricks County and Town of Mooresville desire to enter into this Agreement pursuant to the authority of I.C. §§ 8-17-1-45(b) and 36-1-7-2 for the purpose to allow Hendricks County to acquire right-of-way, to manage such right-of-way, and to



conduct construction activities within the boundaries of Town of Mooresville as necessary for completion of the Project.

NOW THEREFORE, in consideration of the foregoing premises and the terms and conditions contained herein, Town of Mooresville and Hendricks County agree as follows:

1. Representations. Each party represents to the other party that:

- a. It will submit this Agreement for approval by the party's fiscal body, either before or after the agreement is entered into by the executive of each party, per I.C. § 36-1-7-4 (a)(2); and
- b. Subject to approval by the party's executive, by ordinance or resolution, and approval by the party's fiscal body, it has all requisite power, authority and legal right to enter into and carry out the obligations set forth in this Agreement; and
- c. Subject to approval by the party's executive, it will execute this Agreement by an authorized representative, upon which execution of this Agreement and approval by the fiscal body, will constitute a valid, legally binding obligation of the party, enforceable by its terms, and the party is estopped from making a claim based upon the unenforceability of this Agreement.

2. Obligations of Hendricks County. Hendricks County shall be the lead agency on the Project and shall have the following obligations hereunder:

- a. Appoint a representative to act as liaison with Town of Mooresville.
- b. Submit to Town of Mooresville the design and construction plans, specifications, and schedule of work for review and approval by Town of Mooresville and cooperate with Town of Mooresville with regard to any comments Town of Mooresville may have regarding the plans and specifications.
- c. Perform all activities necessary to construct the Project, including but not limited to design, engineering, environmental due diligence, testing and remediation, utility relocation, public bidding and contracting, construction, and construction inspection, including within the borders of Town of Mooresville, at its sole cost and expense.
- d. Acquire all right-of-way required to construct the Project, including within the boundaries of Town of Mooresville, by whatever means it deems necessary and appropriate, including through the exercise of eminent domain, at its sole cost and expense. Any such property interests acquired by Hendricks County shall be held in the name of Hendricks County.
- e. Include in any contract pertaining to the Project an appropriate clause indemnifying Town of Mooresville as set forth in Section 9 hereof and cause Town of Mooresville to be named as an additional insured on all insurance policies related to construction of the Project, including those policies of insurance carried by design professionals, construction contractors and construction inspectors, at its sole cost and expense.

- f. Comply with all applicable rules, regulations, ordinances, statutes and law concerning the Project, at its sole cost and expense.
- g. Obtain all necessary permits required to construct the Project, at its sole cost and expense.
- h. Maintain the Project improvements, at its sole cost and expense.
- i. Regulate, by ordinance, rule, regulation or otherwise, all uses of the right-of-way acquired for the Project, including within the boundaries of Town of Mooresville.
- j. Agree not to discriminate, and agree to require each of its contractors on the Project to agree in writing not to discriminate, against any employee or applicant for employment to be employed in the performance of the Project with respect to her or his hire, tenure, terms, conditions, or privilege of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, color, national origin, ancestry, age, disability, or United States military service veteran status.
- k. Within fifteen (15) days of full approval and execution of this Agreement, record this Agreement with the Office of the Hendricks County Recorder and the Office of the Town of Mooresville Recorder as required by I.C. § 36-1-7-6.
- l. Within sixty (60) days of the Effective Date of this Agreement (as defined in Section 6 below), file a copy of this Agreement with the Indiana State Board of Accounts as required by I.C. § 36-1-7-6.
- m. The Hendricks County Auditor shall serve as the disbursing officer to receive, disburse, and account for all monies related to the Project.

3. Obligations of Town of Mooresville. Town of Mooresville shall have the following obligations hereunder:

- a. Appoint a representative to act as liaison with Hendricks County.
- b. Cooperate with Hendricks County in the review of the design and construction plans, specifications and schedule of work for the Project. Town of Mooresville shall respond with its comments and/or approval of the plans and specifications within fifteen (15) days of submittal by Hendricks County. Town of Mooresville's approval shall not be unreasonably withheld. Failure by Town of Mooresville to respond within this timeframe shall be deemed an approval of the plans and specifications by Town of Mooresville.
- c. Consent to Hendricks County's acquisition of right-of-way required to construct the Project within the boundaries of Town of Mooresville, including consent for Hendricks County to exercise eminent domain to acquire such right-of-way. Town of Mooresville hereby acknowledges and agrees that Hendricks County may acquire such right-of-way in Hendricks County's name within the boundaries of Town of Mooresville

- d. Cooperate with Hendricks County in obtaining any required permits.
- e. Consent to Hendricks County's regulation of the uses of the right-of-way acquired for the Project within the boundaries of Town of Mooresville. Town of Mooresville hereby acknowledges and agrees that Hendricks County may enact ordinances, rules, or regulations regarding the use of right-of-way acquired for the Project within the boundaries of Town of Mooresville.

Notwithstanding any provision in this Agreement to the contrary, Town of Mooresville shall not be financially responsible for any cost associated with the Project.

4. Joint Undertaking. The parties hereby acknowledge and agree that the purpose and intent of this Agreement is not to undertake the joint exercise of power within the meaning of I.C. § 36-1-7-2(a) and, therefore, this Agreement need not address other matters related to the financing, staffing, budget, administration through a joint board or separate legal entity, or the manner of acquiring, holding and disposing of real and personal property of a joint undertaking. There will be no jointly held property under this Agreement. All real estate interests acquired by Hendricks County for the Project pursuant to this Agreement shall be acquired and held in the name of Hendricks County.

5. Dispute Resolution. Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers, or their designees. Failing resolution by the executive officers, the parties shall submit the dispute to mediation. Failing resolution of the dispute by mediation, either party may institute a suit in a court of law as provided for in Section 12 hereof.

6. Effective Date. This Agreement shall be effective upon the latest date of: (a) adoption of appropriate resolutions or ordinances approving this Agreement by the executive of each party; (b) approval by the fiscal body of each party; (c) execution of the Agreement by the parties; or (d) recordation of this Agreement with the Recorder of Hendricks County and the Recorder of Town of Mooresville.

7. Term and Termination.

a. This Agreement shall be in effect until the later of: (i) completion of the Project; or (ii) four (4) years from the Effective Date; unless this Agreement has been otherwise terminated or the term hereof extended by written agreement of the parties. If the Project is not finally completed within the above-stated four (4) year period, the parties will cooperate to extend the term hereof.

b. Notice by either party to terminate this Agreement shall be given in writing, sixty (60) days in advance, as provided in Section 8.b.

c. Section 7.a. notwithstanding, the following Sections shall survive termination or expiration of this Agreement, unless otherwise specifically terminated by written agreement of the parties:

- i. Section 2.h. (maintenance of the Project);
- ii. Section 2.i. (Hendricks County's regulation of right-of-way);
- iii. Section 3.e. (Town of Mooresville's consent to regulation of right-of-way);

- iv. Section 5 (dispute resolution);
- v. Section 9.a. and 9.b. (indemnification of both Counties); and
- vi. Section 12 (applicable law; suit).

8. Notice.

a. With regard to routine communications concerning the Project and communications regarding review and approval of Project plans and specifications for review and approval under Sections 2.b. and 3.b., the parties' respective authorized representatives may communicate directly by whatever means they deem most effective and efficient.

b. Any other type of formal notice required to be provided under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Hendricks County:

John E. Ayers, P.E.  
Hendricks County Engineer  
355 S. Washington Street Suite G20  
Danville, IN 46122

To Town of Mooresville:

Dave Moore, Public Works  
Town of Mooresville  
4 East Harrison Street  
Mooresville, IN 46158

9. Indemnification.

a. Hendricks County hereby agrees to indemnify, defend, exculpate, and hold harmless Town of Mooresville and its officers, employees and agents, from and against any and all claims, suits and liabilities of any kind or character, including reasonable attorneys' fees ("Claims") which result or arise from any negligent acts or omissions of Hendricks County or those for whom Hendricks County is responsible, including its officers, employees, agents and contractors, arising from or connected with the performance of any of Hendricks County's duties or responsibilities under this Agreement, including construction and maintenance of the Project. Notwithstanding the preceding sentence, the obligation of Hendricks County to indemnify, defend, exculpate, and hold harmless Town of Mooresville shall only arise if Hendricks County would also be liable under I.C. 34-13-3, as may be amended from time to time. Furthermore, the liability of Hendricks County shall be limited by the provisions of I.C. 34-13-3, as may be amended from time to time. Hendricks County shall include in any contracts pertaining to the Project appropriate clauses to extend any indemnification and hold harmless obligation of its contractors in favor of Town of Mooresville.

b. Town of Mooresville agrees to indemnify, defend, exculpate, and hold harmless the Hendricks County and its respective officers, employees and agents, from and against Claims, including reasonable attorneys' fees, which result or arise from any negligent acts or omissions of Town of Mooresville or those for whom Town of Mooresville is responsible, including its officers, employees, agents and contractors, arising from or connected with the performance of any of the duties or responsibilities of Town of Mooresville under this Agreement. Notwithstanding the preceding sentence, the obligation of Town of Mooresville to indemnify, defend, exculpate, and hold

harmless Hendricks County shall only arise if Town of Mooresville would also be liable under I.C. 34-13-3, as may be amended from time to time. Furthermore, the liability of Town of Mooresville shall be limited by the provisions of I.C. 34-13-3, as may be amended from time to time.

10. Modification. The parties may alter, change, or amend the terms and conditions of this Agreement only by mutual written agreement approved by the executive and fiscal bodies of each party. Hendricks County shall record the revised Agreement with the Recorders in Hendricks County and Town of Mooresville and file the revised Agreement with the State Board of Accounts as required by I.C. § 36-1-7-6.

11. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to its subject matter, supersedes any prior discussions, negotiations, and understandings between them, and cannot be altered, changed or amended except as provided for in Section 10 hereof. The parties acknowledge that neither Hendricks County or Town of Mooresville, nor any of their respective officers, employees, or agents have made any representations relied upon by any other party other than the agreements contained herein.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Indiana. This Agreement shall include, and incorporate by reference, any provision, covenant, or condition required or provided by law or by regulation of any state or federal regulatory or funding agency. Suit, if any, shall be brought in the State of Indiana, County of Hendricks.

13. Interpretation. The parties hereby acknowledge and agree that is 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.

14. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

[The remainder of this page left blank intentionally]

HENDRICKS COUNTY, INDIANA BOARD OF COMMISSIONERS

By: Phyllis A. Palmer  
Phyllis A. Palmer, President

By: Bob Gentry  
Bob Gentry, Vice President

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

Date: 4/9/24

By: Dennis W. Dawes  
Dennis W. Dawes, Member

Date: 4/9/24

Approved by the Hendricks County Commissioners by [resolution/ordinance] adopted 4-9-, 2024.

APPROVED AS TO LEGAL FORM:

Gregory Steuerwald  
Gregory Steuerwald, County Attorney

ATTEST:

Nancy R. Marsh  
Nancy Marsh  
County Auditor

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Phyllis A. Palmer, President, Bob Gentry, Vice President, and Dennis W. Dawes, Member, of the Hendricks County Board of Commissioners, each of whom acknowledged the execution of the foregoing Interlocal Cooperation Agreement for and on behalf of Hendricks County.

Witnesses my hand and Notarial Seal this 9<sup>th</sup> day of April, 2024

May 21, 2029  
Commission Expiration Date

Mila M. Shafer  
Notary Public Signature

Putnam  
County of Residence

Mila M. Shafer  
Notary Public Signature



Approved by the Hendricks County Council by on \_\_\_\_\_, 2024.

HENDRICKS COUNTY COUNCIL

\_\_\_\_\_  
Eric Wathen, President

\_\_\_\_\_  
David Cox

\_\_\_\_\_  
Larry Scott

\_\_\_\_\_  
Brad Whicker

\_\_\_\_\_  
Dave Wyeth

\_\_\_\_\_  
Caleb Brown

\_\_\_\_\_  
Larry Hesson

ATTEST:

\_\_\_\_\_  
Nancy Marsh  
County Auditor

**EMERGENCY APPROPRIATION RESOLUTION**

Whereas, certain extraordinary emergencies have developed since the adoption of the existing budget, so that it is necessary to appropriate more money than was appropriated in the annual budget; therefore, to meet such extraordinary emergencies;

Be it resolved by the County Council of Hendricks County, Indiana, that for the expense of said County the following additional sums of money are hereby appropriated and ordered set apart out of the several funds as herein and for the purpose herein specified, subject to the laws governing the same.

	DEPARTMENT	ACCOUNT	DESCRIPTION	AMOUNT	APPROVED
1	Sheriff	1001.10500.000.0105	Personal Services	\$5,054.00	
2	Public Defender	1001.16600.000.0166	Personal Services	\$5,345.00	
3.	Cumulative Bridge	1135.44285.000.0143	BR-237	\$600,000	
4.	Alternative Dispute Resolution	2202.31700.000.0160	Service Contracts	\$1,634.00	
5.	Alternative Dispute Resolution	2202.39900.000.0160	Miscellaneous	\$2,500.00	
6.	Auditor	8950.40005.000.0102	HCCC Switch	\$1,799,000.00	

Dated this 16<sup>th</sup> day of April, 2024

**AYE**

**NAY**

\_\_\_\_\_  
Caleb Brown

\_\_\_\_\_  
Caleb Brown

\_\_\_\_\_  
David Cox

\_\_\_\_\_  
David Cox

\_\_\_\_\_  
Larry R. Hesson

\_\_\_\_\_  
Larry R. Hesson

\_\_\_\_\_  
Larry R. Scott

\_\_\_\_\_  
Larry R. Scott

\_\_\_\_\_  
Eric Wathen

\_\_\_\_\_  
Eric Wathen

\_\_\_\_\_  
Brad Whicker

\_\_\_\_\_  
Brad Whicker

\_\_\_\_\_  
David Wyeth

\_\_\_\_\_  
David Wyeth

ATTEST: \_\_\_\_\_  
Nancy L. Marsh, Auditor



# REQUEST FOR EMERGENCY APPROPRIATION

Department: Sheriff

Date: 03/13/24

Amount: \$5,054.00

Fund Name: General Fund  
(Example – County General)

Account Name: Personal Services  
(Example – Supplies)

Account Number:      1001 . 10500 . 000 . 0105  
                                 Fund #                      Account #                      Object#                      Location #  
Example:                      1000                      20100                      000                      102

## Explanation of Request:

Auditor's Request for Indiana Supreme Court Official of Judicial Administration

In accordance with IC 33-38-5-8.1 FY 2025 3% Increase Effective July 1, 2024

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☐ I will be attending the Council meeting.

☐ I will not be attending the Council meeting.

Nancy R. Marsh  
Authorized Signature

Auditor's Note:

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## Fiscal, Operations & Personnel

Aaron Hood, Chief Financial and Operating Officer • 317-233-8684 • courts.in.gov

Date: March 12, 2024

To: County Auditors

Re: FY 2025 Judicial Salary Increases

The Indiana Supreme Court announced – in accordance with IC 33-38-5-8.1 – the salary increase for all state-paid judicial officers and prosecutors for FY 2025. The 3% increase will take effect July 1, 2024.

Because there are several different levels of judges and prosecutors, each position has been listed below along with its current and new salary.

Position:	Current:	New:	
Supreme Court	\$214,586	\$221,024	
Court of Appeals	\$208,594	\$214,852	
Tax Court	\$208,594	\$214,852	
Judge	\$178,168	\$183,513	
Magistrate @ .8	\$142,534	\$146,810	
Juvenile Magistrate @ .8	\$142,534	\$146,810	\$41,393 - County \$105,417 - State
Prosecutor - Full-time	\$178,168	\$183,513	1001. 16600.000.0166 Jeremy Gosch Chief Public Defender \$ 5,345
Prosecutor - Part-time @ .66	\$117,591	\$121,119	
Prosecutor - Part-time @ .6	\$106,901	\$110,108	
Chief Dep. Pros. Full-time @ .75	\$133,626	\$137,635	
Chief Dep. Pros. Part-time @ .66	\$88,193	\$ 90,839	1001. 10500.000.0105 Jack Sadler \$ 5054.00
Chief Dep. Pros. Part-time @ .6	\$80,175	\$ 82,580	
Deputy Prosecutor @ .7	\$124,717	\$128,459	

Effective 7/1/24

Pro rate

6/22/24 - 7/5/24

Indiana Supreme Court Office of Judicial Administration  
Fiscal, Operations & Personnel • 251 N. Illinois Street, Suite 1600 • Indianapolis, IN 46204

Payroll

# REQUEST FOR EMERGENCY APPROPRIATION

Department: Public Defender

Date: 03/13/24

Amount: \$5,345.00

Fund Name: General Fund  
(Example – County General)

Account Name: Personal Services  
(Example – Supplies)

Account Number:      1001 . 16600 . 000 . 0166  
                                 Fund #      Account #      Object#      Location #  
Example:      1000      20100      000      102

## Explanation of Request:

Auditor's Request for Indiana Supreme Court Official of Judicial Administration

In accordance with IC 33-38-5-8.1 FY 2025 3% Increase Effective July 1, 2024

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☐ I will be attending the Council meeting.

☐ I will not be attending the Council meeting.

Nancy D. Marsh

Authorized Signature

Auditor's Note:

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## Fiscal, Operations & Personnel

Aaron Hood, Chief Financial and Operating Officer • 317-233-8684 • courts.in.gov

Date: March 12, 2024

To: County Auditors

Re: **FY 2025 Judicial Salary Increases**

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Juvenile Magistrate @ .8	\$142,534	\$146,810	\$41,393 - County \$105,417 - State
Prosecutor - Full-time	\$178,168	\$183,513	1001. 16600.000.0166 Jeremy Gooch Chief Public Defender \$ 5,345
Prosecutor - Part-time @ .66	\$117,591	\$121,119	
Prosecutor - Part-time @ .6	\$106,901	\$110,108	
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Chief Dep. Pros. Part-time @ .66	\$88,193	\$ 90,839	1001. 10500.000.0105 Jack Sadler \$ 5054.00
Chief Dep. Pros. Part-time @ .6	\$80,175	\$ 82,580	
Deputy Prosecutor @ .7	\$124,717	\$128,459	

Effective 7/1/24  
Pro rate 6/22/24 - 7/5/24  
Payroll

# REQUEST FOR EMERGENCY APPROPRIATION

Department: Engineering

Date: 03/26/2024

Amount: 600,000

Fund Name: Cumulative Bridge  
(Example – County General)

Account Name: BR-237  
(Example – Supplies)

Account Number:	<u>1135</u>	<u>44285</u>	<u>000</u>	<u>0143</u>
	Fund #	Account #	Object#	Location #
Example:	1000	20100	000	102

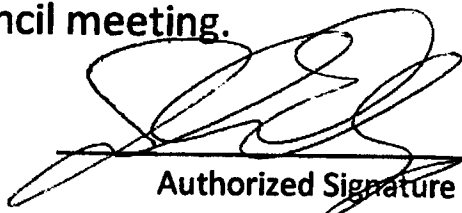
## Explanation of Request:

Additional funds needed for construction.

☒ I will be attending the Council meeting.

☐ I will not be attending the Council meeting.

Auditor's Note:

  
Authorized Signature

# REQUEST FOR EMERGENCY APPROPRIATION

Department: Court Admin Date: 3/11/24

Amount: \$1,634.00

Fund Name: Alternative Dispute Resolution  
(Example – County General)

Account Name: Service Contracts  
(Example – Supplies)

Account Number: 2202 . 31700 . 000 . 0160  
Fund # Account # Object# Location #  
Example: 1000 20100 000 102

## Explanation of Request:

The current appropriation is \$1,634 short of the approved salary  
for this grade (36).

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

X I will be attending the Council meeting.

\_\_\_\_ I will not be attending the Council meeting.

Catherine Haines

Digitally signed by Catherine Haines  
DN: cn=Catherine Haines, E=chaines@co.hendricks.in.us, c=US  
Reason: I am the author of the document  
Location:  
Date: 2023.06.11 15:44:33-04'00'  
Full PDF Reader Version: 12.1.3

Auditor's Note:

Authorized Signature

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# REQUEST FOR EMERGENCY APPROPRIATION

Department: Court Admin Date: 3/11/24

Amount: \$2,500

Fund Name: Alternative Dispute Resolution  
(Example – County General)

Account Name: Miscellaneous  
(Example – Supplies)

Account Number: 2202 .39900 .000 .0160  
Fund # Account # Object# Location #  
Example: 1000 20100 000 102

## Explanation of Request:

Our Program Administrator is referring more cases to outside  
mediators. The current appropriation of \$2,500 is insufficient for the entire  
FY.

X I will be attending the Council meeting.

       I will not be attending the Council meeting.

Catherine Haines  
Digitally signed by Catherine Haines  
DN: cn=Catherine Haines, email=chaines@co.hendricks.in.us, c=US  
Reason: I am the author of this document  
Location:  
Date: 2023.08.11 15:44:33-04'00'  
Post PDF Reader Version: 12.1.3

Auditor's Note:

Authorized Signature

# REQUEST FOR EMERGENCY APPROPRIATION

Department: HCCC Date: 3/15/24

Amount: \$1,799,000.00

Fund Name: American Rescue Plan  
(Example – County General)

Account Name: AT&T Host Call Handling  
(Example – Supplies)

Account Number: 8950 . 30005 . 000 . 0102  
Fund # Account # Object# Location #  
Example: 1000 20100 000 102

## Explanation of Request:

Reappropriating the ARPA funds to purchase AT& T Hosted Call Handling  
for E911 Services at the Hendricks County Communication Center.

The HCCC is ready to move forward with the purchase.

       I will be attending the Council meeting.

       I will not be attending the Council meeting.

Nancy Marsh, Auditor  
Authorized Signature

Auditor's Note:

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**AT&T HOSTED E9-1-1 SERVICES  
Pricing Schedule**

AT&T MA Reference No.61942

<b>Customer ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
Hendricks County Street Address: 355 S. Washington Street City: Danville State/Province: IN Zip Code: 46122 Country: USA	For purposes of this Pricing Schedule/Confirmation of Service Order, AT&T means the Service Provider specifically identified herein.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact</b>
Name: Doug Burris Title: Deputy Director Street Address: 4010 Clarks Creek Road City: Plainfield State/Province: IN Zip Code: 46168 Country: USA Telephone: 317.754.5104 Fax: Email: dburris@hccom.org Customer Account Number or Master Account Number:	Name: Craig Bennett Street Address: 240 N. Meridian Street Room 1670 City: Indianapolis State/Province: IN Zip Code: 46204 Country: USA Telephone: 317-997-9705 Fax: Email: cb7368@att.com Sales/Branch Manager: Holland SCVP Name: Agnew Sales Strata: Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable) <input checked="" type="checkbox"/> Primary Sales Contact</b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and the Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

# **AT&T HOSTED E9-1-1 SERVICES** **Pricing Schedule**

**SERVICE:** Next Generation 9-1-1 ("NG911") Service provisioned by AT&T that utilizes AT&T facilities to house certain NG911 Call Handling Equipment for purposes of receiving and transporting 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

**SERVICE PROVIDER:** [AT&T Indiana]

**TERM:** The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) **ten (10) years** from cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

**SERVICE COMPONENTS AND PRICING:** The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under AT&T [Enter State] Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

**Network Transport Components:** The following prices apply to trunking between AT&T Premises and the Customer PSAP Sites:

Service	Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge, each

**E 9-1-1 Database Components:** Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in AT&T [Enter State] Tariff, as may be modified from time to time. The current rates are listed below:

Service	Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge, each

**Other Network Components:** Customer may order other Service Components from time to time on terms and conditions set forth in AT&T [Enter State] Tariff or Guidebook.

**Equipment and Maintenance:** The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Service	Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge, each
E911	AT&T Hosted Call Handling-Remote Positions	0	12	\$0.00	\$105,000.00
E911	AT&T Mapping Software	0	12	\$0.00	\$36,000.00
E911	AT&T Installation	0	12	\$0.00	\$4,000.00
E911	AT&T Hosted Call Handling-Mobile Call Taking Position	0	2	0	\$29,500.00
	<b>Total Price</b>			\$0.00	\$1,799,000.00

## REALLOCATION OF FUNDS RESOLUTION

Be it resolved by the County Council of Hendricks County, Indiana, that for the expenses of the unit of Government of Hendricks County, the following sums of money previously appropriated for expenditures from a detailed account within a major classification, are hereby reallocated to another detailed account within a different classification as originally appropriated, all as herein specified.

	DEPARTMENT	FROM	TO	AMOUNT	Y/N
1.	Drug Free Community	1148.16401.000.0164	1148.16404.000.0164	\$2,000.00	

Approved this 16<sup>th</sup> day of April, 2024

AYE

NAY

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Caleb Brown

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Caleb Brown

\_\_\_\_\_  
David Cox

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David Cox

\_\_\_\_\_  
Larry R. Hesson

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Larry R. Hesson

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Larry R. Scott

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Larry R. Scott

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Eric Wathen

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Eric Wathen

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Brad Whicker

\_\_\_\_\_  
Brad Whicker

\_\_\_\_\_  
David Wyeth

\_\_\_\_\_  
David Wyeth

ATTEST: \_\_\_\_\_

Nancy L. Marsh, Auditor

# REQUEST FOR TRANSFER OF FUNDS

(TRANSFER MUST BE WITHIN THE SAME FUND AND DEPARTMENT)

FROM

1148 . 16401 . 000 . 0164  
Full Account Number

DIRECTOR

Account Description

TO:

1148 . 16404 . 000 . 0164  
Full Account Number

SOCIAL MEDIA INTERN

Account Description

AMOUNT:

\$2,000.00

DATE 03/26/2024

Example-

1000.20100.000.102  
Fund#.Account#.Object#.Location#

Office Supplies  
Account Description

All transfers within Personal services accounts must be presented to the County Council as well as transfers from one budget classification to another.

Budget classifications:

10000 Personal Services

20000 Supplies

30000 Other Services & Charges

40000 Capital Outlays

**Explanation of Request:**

New position Social Media Intern. Starting March 2024. Transfer to cover 10 months of pay.

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   I will be attending the Council meeting.

X I will not be attending the Council meeting.

DEPARTMENT Hendricks County LCC

E. Chase Cotten Digitally signed by E. Chase Cotten  
Date: 2024.03.26 09:26:02 -0400

Authorized Signature

Auditor's Notes:

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