

**Newton County Recycling Collection
2016 – 2021**

2016

Republic Collection Sites	\$71,862.26
Tires	<u>\$15,150.00</u>
Total	\$87,012.26

Other:

Coordinator to June	\$12,499.98	2016 Totals:
Office/Program Expenses to June	\$ 484.50	<u>\$ 99,996.74</u>

2017

Republic Collection Sites	\$38,210.13
Tires	<u>\$24,000.00</u>
Total	\$62,210.13

Other:

Coordinator/March –December	\$15,830.00	2017 Totals:
Office/Program Expenses	\$ 2,000.00	\$ 80,040.13
NWISWD Reimbursements		<u>\$ 33,000.00</u>
		\$ 47,040.13

2018

Republic Collection Site	\$36,525.29
Tires	<u>\$21,750.00</u>
Total	\$58,275.29

Other:

2018 Coordinator	\$19,000.00	2018 Totals:
Office/Program Expenses	\$ 2,500.00	\$ 79,775.29
NWISWD Reimbursements 2018		<u>\$ 35,400.00</u>
		\$ 44,375.29

January 18, 2022

Be it ever remembered on the 18th day of January, 2022, the day set by the Commissioners for the holding of their regular meeting at the Newton County Government Center. Comes now Butch Cain, Tim Drenth and Kyle D. Conrad, as the duly elected and active Board of Commissioners. Also present were Commissioners' Assistant Ashley Large, Newton County Deputy Auditor, Cheryl Myers, and Attorney Patrick K. Ryan.

Butch Cain called the meeting to order with the pledge to the flag recited by Robbie Slavens.

Payroll/Longevity

Kyle D. Conrad made a motion to approve payroll/longevity for January 7, 2022, second by Tim Drenth. ***Motion passed.***

Claims

Tim Drenth made a motion to approve all claims for January 18, 2022, second by Kyle D. Conrad. ***All in favor, motion passed.***

County Planning/Building Department

Daisy Cicero provided a Schneider GIS Packet for the Commissioners to review as it will assist building commissioner, health (septic), assessor (layout building), highway(driveway permits). Discussion held. Kyle D. Conrad directed to have an addendum in place to add to the county contract with Schneider.

Highway

TJ Firkins informed the Commissioners that the highway department will using a web based data program to utilize Schneider Corp to store information regarding stop signs, yield signs etc. Firkins provided quotes for the boom tractor and also insurance information that was received regarding pay-out for the stolen tractor. Discussion held on vendors for a new tractor. Accident report needs to be forward to Attorney Ryan.

Kyle D. Conrad moves to authorize TJ Firkins to go before the council for options for replacement mower and funding using insurance monies and possible additional funding, second by Tim Drenth. Motion passed.

Discussion initiated by Kyle D. Conrad regarding town streets and which party is taking care of the roadways as the county currently are doing different roads which should be the responsibility of the towns. All towns need to inventory roadways.

Stop Sign Ordinances-Location as Intersection Iroquois Twp. 1000 S 350 E, and Iroquois Twp. Intersection of 1100 South and 550 East. ***Kyle D. Conrad made a motion to approve the amendment to Stop Sign Ordinance Newton County, Indiana Ordinance No. 89-1, second by Tim Drenth. All in favor. Motion passed.***

Economic Development Commission

Tim Myers informed the Commissioners that Beiser's Gourmet Kettle Corn Popcorn Factory will be having a ribbon cutting ceremony for their new business in Morocco on Saturday, January 2, 2022.

Discussion held regarding the Council appointment of Don Harris to serve as Economic Development Commission board member. ***Kyle D. Conrad made a motion to reject said appointment on the basis that you cannot have two members of the board from the Town of Kentland, second by Tim Drenth. All in favor, motion passed.*** Attorney Patrick Ryan stated that written notification of appointment to represent of any board appointment to the Commissioners for review. The term for the new member should end 2.1.2024.

Park Board

Discussion was held regarding unsigned contract of Sarah DeYoung salary that must be completed for execution and forwarded to Auditor Tami James. Sarah DeYoung and Gus Nyburg came before regarding monies that was received from the Jasper-Newton Foundation for Kayaks and another future purchase of trailers. Discussion on insurance coverage, storage, and license plates for the Kayaks and trailers. County responsibility to liability under an umbrella policy was also discussed. Kyle D. Conrad conveyed that Brownfield Insurance should be contacted.

Sewer Projects

Newton County Fair Sewer Project - Kyle D. Conrad provided information regarding the sewer project at the fairgrounds. Conrad stated that he talked with the engineer in which the project will be in three stages and the first stage requires no bid. In order to get the permit for the holding tank and the fair board must show that they have the ability to get the tank pumped out with a provider. ***Kyle D. Conrad made a motion to approve Rensselaer Septic Tanks to be the provider for septic tank numning at the Newton County Fairgrounds. second by Tim Drenth.***

Interlocal Agreement for Roselawn Sewer Project – Attorney Patrick Ryan informed the board that an Interlocal Agreement has been completed to come before the Board of Commissioners and the Newton County Regional Water and Sewer District (“District”). Ryan explained stated that there are two agreements one is a Resolution and the other is the Interlocal Agreement that includes Addendum “A” that is the estimated costs of 9.7 million, Addendum “B” is the proposed map layout. Attorney Ryan recited the provisions to the Commissioners including payback for costs through grants. Discussion held on other provisions that include the 75% of net cost and 25% will be grants. Tim Drenth made a motion to pass the Interlocal Agreement, second by Kyle D. Conrad. All in favor, motion passed. Attorney Ryan conveyed to the Commissioners that since the Interlocal Agreement passed there will be no need to sign the Resolution at this time as other executive boards must review to also accept the Interlocal Agreement.

Other Business

Attorney Ryan asked that Nextera Energy be listed on the agenda for February 7, 2022 for presentation on a joint solar project that includes Newton County and Town of Kentland. Discussion held.

Floater position- Kyle D. Conrad informed the board that the Council is receptive to the floater position. Discussion held on Human Resource appropriated funding. Discussion held.

** Commissioner Kyle D. Conrad excused himself from the meeting at this time.

Credit Cards- Departmental credit card claims were submitted in the amount of \$1,681.91. ***Tim Drenth moves to approve credit card claims as submitted, second by Butch Cain. Motion passed.***

Homeland Security

Director Ray Chambers informed the Commissioners that Health Board member Debra Meadows resigned and he reached out to available member prospects. Chambers recommended Mary Ann Augustine as a member to the Health Board. ***Tim Drenth made a motion to appoint Mary Ann Augustine to the Health Board, second by Butch Cain. All in favor, motion carries.*** Chambers stated that the completed term would end on December 31, 2022 since Augustine is replacing Meadows as a member. ***Tim Drenth made a motion to approve re-appointment of Darren Hartman and Kim Durham for another term on the Health Department, second by Butch Cain. All in favor, motion passed.***


Newton County Library Trustees

The Commissioners received a consideration letter for library board appointments. Tim Drenth made a motion to approve re-appointment of Mary Ann Bushman and appointment of Mackenzie Keen to fulfill Charlene Malinkowski's term.

Valley Oaks Board

Board member appointment is tabled at this time.


Adjournment- Tim Drenth made a motion to adjourn meeting, second by Butch Cain. Motion carries. Meeting adjourned.


Butch Cain, President


Kyle D. Conrad

Tim Drenth

Attest:


Tamra M. James,
Newton County Auditor

AMENDMENT TO STOP SIGN ORDINANCE
NEWTON COUNTY, INDIANA
ORDINANCE NO. 89-1

BE IT ORDAINED by the Board of County Commissioners of Newton County, Indiana, under authority of Indiana Code 36-1-3-1, et seq, and Indiana Code 9-21-1-1, et seq, that Stop Sign Ordinance No. 89-1 be amended by establishing and adding or replacing the following listed intersections to be designated as stop intersections of the following designated roads within Newton County, to wit:

Iroquois Twp	(1) Stop Sign	Intersection of 1000 South and 350 East.	SE Corner
Iroquois Twp	(1) Stop Sign	*Intersection of 1100 South And 550 East	SW Corner

(*This stop sign was stolen or destroyed and is being replaced)

BE IT FURTHER ORDAINED that the Newton County Highway Department shall install and cause to be placed said stop signs conforming in all respects to Indiana Highway Department standards and requirements at said intersections requiring all vehicles to stop before proceeding through or into said intersections.

BE IT FURTHER ORDAINED that a violation of this ordinance shall be subject to a fine as set forth in the Indiana Code for such violations and subject to prosecution in a Newton County Court of Law.

BE IT FURTHER ORDAINED that any ordinance or portion thereof in conflict with this ordinance is hereby revoked.

THIS ORDINANCE shall take effect upon passage by the Board of County Commissioners and after proper notice and posting as required by law.

ALL OF WHICH IS DULY ORDAINED AND APPROVED BY THE NEWTON COUNTY COMMISSIONERS THIS 18th DAY OF JANUARY 2022.

NEWTON COUNTY COMMISSIONERS


 Glen Cain


 Kyle Conrad


 Tim Drenth

ATTEST: _____
 Tamra Jackson, Auditor

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(*This stop sign was stolen or destroyed and is being replaced)

BE IT FURTHER ORDAINED that the Newton County Highway Department shall install and cause to be placed said stop signs conforming in all respects to Indiana Highway Department standards and requirements at said intersections requiring all vehicles to stop before proceeding through or into said intersections.

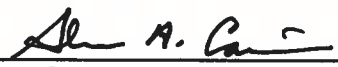
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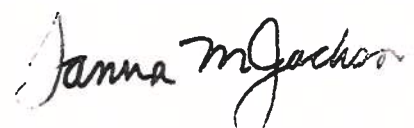
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NEWTON COUNTY COMMISSIONERS


 Glen Cain


 Kyle Conrad


 Tim Drenth

ATTEST: 
 Tamra Jackson, Auditor



PO Box 70, Rensselaer, IN 47978
Phone 219-866-5063
Fax 219-866-3894

January 13, 2022


To Whom It May Concern:

We at Rensselaer Septic Tanks do have the capability and willingness to pump septic tanks at the Newton County Fairgrounds as needed by the Newton County Board of Commissioners.

Thank you,


Eric C Jackson
Owner



Approved 1-18-2022


INTERLOCAL AGREEMENT FOR ROSELAWN SEWER PROJECT

This Interlocal Agreement for Roselawn Sewer Project ("Agreement") is entered into this 18th day of January, 2022, by and between NEWTON COUNTY, INDIANA ("Newton County"), and the NEWTON COUNTY REGIONAL WATER AND SEWER DISTRICT ("District") (collectively, the "Parties"), and shall be effective as of the Effective Date set forth below.

RECITALS

A. The Parties are governmental entities and political subdivisions within Newton County, State of Indiana.

B. By executing this Agreement, the Parties formally pledge their assistance to and support of the District extending and providing sanitary sewer service to the unincorporated area of Roselawn along State Road 10 in Newton County, Indiana ("Roselawn Area"). A map detailing the anticipated route for the extension of service to the Roselawn Area is attached as Exhibit A.

C. The Parties estimate that the cost of extending the facilities necessary to provide sanitary sewer service to the Roselawn Area ("Roselawn Project") will be \$9.7 million ("Project Cost"). A report prepared by the District's engineer, Wessler Engineering, that details the proposed facilities and estimated cost (of the Roselawn Project) is attached as Exhibit B.

D. Newton County agrees to take all necessary steps to appropriate and then provide the District with all the funds (i.e. \$9.7 million) required to complete the Roselawn Project, including any soft costs such as engineering, accounting, and legal expenses, consistent with the terms and conditions set forth in this Agreement.

E. The District will be responsible for completing the Roselawn Project and providing sewer service to the Roselawn Area upon receipt of the funding from Newton County.

F. To assist with paying the cost of completing the Project, the District will apply for a grant from the Indiana Finance Authority ("IFA").

G. The Parties further recognize that absent an IFA grant, the Roselawn Project will not proceed forward and Newton County will pay for all costs incurred by the District for planning, designing, and seeking funding (i.e., grants) for such Project.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE OF AGREEMENT

Section 1.1 Purpose. The purpose of this Agreement is to provide a mechanism whereby Newton County will take all required steps to provide the funds necessary to extend sanitary sewer service to the Roselawn Area (i.e. complete the Roselawn Project), and the District will, in turn, be responsible for designing, planning, bidding, and constructing the Roselawn Project.

Section 1.2 Powers. In carrying out the purpose of this Agreement, the District may exercise any power provided under state or federal law, including, the ability to provide sewer service to the Roselawn Area. Such powers include, but are not limited to, the power to contract, acquire either voluntarily or involuntarily the land rights necessary to facilitate service to the Roselawn Area, use the rights of way owned and controlled by Newton County, and hire any and all professionals deemed necessary by the District.

ARTICLE II TERM AND DURATION

Section 2.1 Effective Date. This Agreement shall be in full force and effect upon: (i) adoption by the Parties of an ordinance and/or resolution approving the Agreement; (ii) execution of the Agreement by the Board of Commissioners of the County of Newton ("Newton County"), and by the District; (iii) approval of the Agreement by the Newton County Council pursuant to Indiana Code §36-1-7-4; and (iv) recording of the Agreement as set forth herein.

Section 2.2 Term. Except as otherwise set forth herein, this Agreement shall continue in full force and effect until: (i) the Roselawn Project is completed and service commences in the Roselawn Area; (ii) all costs associated with completion of the Roselawn Project have been paid in full (by Newton County); and (iii) any repayment obligation owed by the District to Newton County has been satisfied or has expired. If the District is unable to obtain a grant (as contemplated in Section 4.2), Newton County may terminate this Agreement (subject to the requirement in Section 4.6 that Newton County pay the District's costs associated with and arising out of the Roselawn Project).

Section 2.3 Authority to Serve the Service Area. If and when the Agreement is terminated, the District shall retain the exclusive right to provide sewer service in and around the Roselawn Area.

ARTICLE III ADMINISTRATION OF AGREEMENT

Section 3.1 Board of Trustees for District. As to all matters related to sewer service, the Board of Trustees for the District ("District Board") shall be responsible for administering this Agreement, day-to-day management of the Roselawn Project, and ensuring that sewer service is provided in an economically and technically feasible manner in and around the Roselawn Area. The District Board shall specifically be responsible for planning, designing, bidding, and overseeing construction of the Roselawn Project. In meeting its obligations under this Agreement,

the District Board shall have all rights, responsibilities, and powers outlined in Ind. Code § 13-26-1-1 et. seq.

Section 3.2 Use of Rights of Way. The Parties anticipate that the District will extend its existing sewer facilities approximately 5 miles in order to serve the Roselawn Area (see Exhibit A). The Parties further anticipate that the District will be required to use both state and county rights of way in order to construct the necessary facilities. Newton County hereby grants to the District the right and authority to use the rights of way to complete the Roselawn Project.

Section 3.3 Exclusive Right to Serve. To ensure that the District has sufficient revenues to meet its financial obligations and provide service in the most economically feasible manner, the Parties desire and agree to take whatever steps necessary to ensure that the District is the exclusive service provider in and around the Roselawn Area.

Section 3.4 Schedule, Agenda and Minutes for Meetings of the Governing Boards. The District Board shall follow Indiana law with respect to holding public meetings, establishing agendas for such meetings, and maintaining minutes of the same.

ARTICLE IV BUDGET AND FINANCE MATTERS

Section 4.1 Issuance of Debt and Adjustments to User Rates. The District shall be responsible for approval of any budgets, the issuance of debt, and adjustment to any rates and charges for sewer service.

Section 4.2 IFA Grant. The District agrees to take reasonable steps to secure a grant from the IFA to pay for some or all of the Project Cost. After execution of this Agreement, the District agrees to expeditiously complete an application with all required documents and file a copy of the same with the IFA.

Section 4.3 Fiscal Authority. Once Newton County appropriates and pays the funds required to complete the Roselawn Project, the District Board will be responsible for administering the terms of this Agreement, including the collection of revenues and the payment of expenses relating to extending and providing service in and around the Roselawn Area.

Section 4.4 Obligation of the District Is Contingent on Funding. The obligations of the District under this Agreement are contingent on: (i) receipt of an IFA grant; and (ii) Newton County making additional funds available to the District in an amount sufficient to pay all hard and soft costs associated with, and arising out of, completing the Roselawn Project.

Section 4.5 County Funds for Service to Roselawn Area. The Parties estimate that the cost of completing the Roselawn Project will be approximately \$9.7 million, which includes all construction and related soft costs. Within thirty (30) days after receiving a decision from IFA on the District's grant application, Newton County must take all steps to appropriate and approve disbursement of (and actually disburse to the District) the funds necessary for the District to complete the Roselawn Project. The failure to appropriate and approve disbursement of (and actually disburse to the District) funds as required by this Section will result in an automatic termination of this Agreement unless otherwise agreed by the Parties. If the District is

unsuccessful in obtaining an IFA grant, the Newton County may, in its sole discretion, decide to terminate this Agreement and not pursue completion of the Roselawn Project.

Section 4.6 Payment of District Soft Costs. The District agrees to track and provide copies of all invoices for the soft costs (i.e., engineering, financial advisory, and legal expenses) arising out of or related to the Roselawn Project. Newton County agrees to reimburse the District for the same within thirty (30) days after receipt.

Section 4.7 Receipt of Bids. After design and permitting of the Roselawn Project, the District will solicit bids consistent with Indiana Code § 36-1-12. Within five (5) days of receiving the bids, the District shall provide a copy of the same to Newton County. If the bids for the anticipated facilities, along with all soft costs, exceed \$9.7 million, Newton County may fund the difference or may, in its sole discretion, decide not to move forward with the Roselawn Project.

Section 4.8 Portion of Project Cost Subject to Repayment. The Parties agree that the District shall be responsible for repaying Newton County, Indiana, for 75% of the net Project Cost (i.e., Project Cost minus any grants ("Net Project Cost")). The remaining 25% of the net Project Cost shall be considered a grant or contribution from Newton County toward the completion of the Roselawn Project.

Section 4.9 Repayment to Newton County. Five (5) years after final completion of the Roselawn Project (as certified by the District's professional engineer), the District Board will evaluate and analyze its books and records to determine if it can begin to repay Newton County for the Net Project Cost. If the District Board determines that it has sufficient funds to pay all costs associated with providing service to the Roselawn Area, as well as operate and maintain all of its other facilities, then the District shall make annual payments that in the aggregate do not to exceed seventy-five percent (75%) of the Net Project Cost (without any accrued interest). Such annual payment shall be made in an amount determined by the District and shall be by March 1st of each calendar year. Newton County may request a copy or explanation of the District's analysis determining the amount of reimbursement for any given year.

Section 4.10 Term for Repayment. The District's obligation to make annual payments under Section 4.9 shall terminate when: (i) the District has reimbursed Newton County for the Net Project Cost; or (ii) December 31, 2048, whichever is earlier.

ARTICLE V OPERATION AND MAINTENANCE

Section 5.1 Operation of Sewer and Water Facilities. The District will have sole and exclusive authority to operate the Roselawn Project in compliance with all legal requirements and applicable agreements. The operation of the Roselawn Project (and provision of service to the Roselawn Area) shall include, but not be limited to, the following:

- (a) Providing or obtaining: (i) all personnel and associated wages, salaries, and benefits; (ii) all materials, including, but not limited to, fuel and vehicle expense, and other consumables; (iii) all necessary inventory to operate and properly maintain the Roselawn Project at the level required by this agreement and applicable laws, rules, and regulations; (iv) all necessary utilities; and (v) any other services or materials necessary to operate and

maintain the Roselawn Project in accordance with all permits and applicable legal requirements associated with the Roselawn Project and/or good business practices.

(b) Providing all personnel, materials, and services necessary to support the operation and maintenance of the Roselawn Project in the manner required by this Agreement including, but not limited to, the following functions: day-to-day management, administration, billing and collections, purchasing, reporting, janitorial, security, and upkeep of the building, grounds, and facilities of the Roselawn Project.

(c) Providing all personnel, materials, and services necessary to adequately maintain the Roselawn Project, including, but not limited to, structures, pump stations, equipment, mechanical, electrical, instrumentation, communication, and computer systems to assure efficiency, long-term reliability, and conservation of capital investment.

(d) Providing timely recording and reporting of the Roselawn Project's operating parameters, maintenance plans, and activities, as is otherwise necessary for management of the sewer system.

(e) Preparing, in a timely manner, any oral or written report(s) required pursuant to all permits and legal requirements and submitting them to the appropriate governmental authorities.

(f) Monitoring and inspecting the Roselawn Project to determine needed capital improvements.

(g) Providing all personnel, materials, and services necessary to ensure compliance with the Agreement.

(h) Hiring of professional services, including, but not limited to, engineers, accountants, and attorneys to perform work that the District deems necessary for the provision of service to the Roselawn Area.

(i) Any and all other powers granted to the District under Indiana law to provide sewer service in and around the Roselawn Area.

(j) Maintaining the appropriate insurance on the facilities constructed and then owned and operated for the purpose of providing service to the Roselawn Area. So long as this agreement is in effect, the District will maintain adequate insurance policies to cover its liabilities under the Indiana Tort Claims Act.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1 Application of Indiana Law. This Agreement and the respective rights of the Parties shall be subject to Indiana law.

Section 6.2 Severability Provision. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provisions shall be

severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Section 6.3 Effective Date. This Agreement shall be approved upon: (i) the adoption by each party hereto of an appropriate ordinance or resolution approving this Agreement; and (ii) approval and execution of this Agreement by the executive of each entity. After approval and execution, this Agreement shall be recorded with the Newton County Recorder, and the Effective Date of this Agreement shall be the date of recordation. Within sixty (60) days of the Effective Date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes as required by Ind. Code § 36-1-7-6.

Section 6.4 Authority of Parties. Pursuant to Indiana Code § 13-26-5-2(2), the District Board shall have the exclusive authority to negotiate any modifications to the Agreement on behalf of the District. As the executive for Newton County, and consistent with Indiana Code § 36-2-3.5-4, the County Commissioners shall have the sole and exclusive authority to execute this Agreement and negotiate any modifications thereto.

Section 6.5 Modification in Writing. The Parties hereto may, from time to time, alter, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Parties hereto in the same manner as this Agreement. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last unit to approve such amendment or modification, or at such other time as is specifically designated in the amendment or modification.

Section 6.6 Execution and Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 6.7 Entire Agreement. This Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties pertaining to completion of the Roselawn Project and service to the Roselawn Area.

Section 6.8 Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 6.9 Incorporation of Captions and Recitals. The Captions and Recitals are hereby incorporated into this Agreement.

Section 6.10 Indemnification/ Hold Harmless Clause. The District shall fully indemnify Newton County and its Board of Commissioners, officers, agents, and employees, against any and all claims, losses, damages, or liability arising out of, or in any way related to, any act called for and/or contemplated in this agreement. This includes, but shall not be limited to, those operations set forth in Article V of this agreement, as well as the application, receipt, or use of IFA or any other grant funding or assistance, or any other act or failure to act under this agreement. The District shall further defend and hold Newton County, its Board of Commissioners, officers, agents, and employees harmless from and against all claims, damages,

NEWTON COUNTY, INDIANA

By: The Board of Commissioners of the County of Newton, Indiana

Glen "Butch" Cain
Glen "Butch" Cain, President

Kyle D. Conrad
Kyle D. Conrad

Tim Dreerth
Tim Dreerth

ATTEST:

Newton County Auditor

STATE OF INDIANA)
)SS:
COUNTY OF NEWTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the President of the Board of Commissioners of the County of Newton, Indiana, who acknowledged the execution of the foregoing "Interlocal Agreement for Roselawn Sewer Project" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 2022.

My Commission Expires:
5/9/2026
My County of Residence:
Newton

Cheryl Myers
Notary Public
Cheryl Myers
(Printed Signature)

February 7, 2022

Be it ever remembered on the 7th day of February, 2022, the day set by the Commissioners for the holding of their regular meeting at the Newton County Courthouse. Comes now Butch Cain, Kyle D. Conrad and Tim Drenth as the duly elected and active Board of Commissioners. Also present were Attorney Pat Ryan, Auditor Tami James and Commissioners Assistant Ashley Large.

Butch Cain called the meeting to order with the pledge to the flag recited by Jim Large.

Payroll/Longevity

Tim Drenth made a motion, second by Kyle D. Conrad to approve payroll and longevity for January 21, 2022. *Motion passed.*

Claims

Kyle D. Conrad moves to approve claims for February 7, 2022, second by Tim Drenth. *Motion passed.*

Paid Time

Kyle D. Conrad made a motion to pay county employees for days that county government was closed due to snowstorm.

Discussion held. Motion withdrawn by Kyle D. Conrad to pay employees.

Kyle D. Conrad moves to delete and eliminate Section 3.11 (Emergency Closing) as currently written in the county handbook under Emergency Closing, second by Butch Cain. Motion passed with Tim Drenth voting opposed. Vote taken 2-1.

Kyle D. Conrad moves to pay all county employees for days that county government was closed due to snowstorm, second by Butch Cain. Motion passed by majority. Vote taken 2-1 with Tim Drenth voting opposed.

Discussion held regarding Highway Department and illness due to COVID occurring on January 27, and January 28th this year.

Kyle D. Conrad made a motion to let the record reflect that the Newton County Highway Department shall be paid for January 27th and January 28th this year for illness due to COVID, second by Butch Cain. Discussion held. Motion passed with Tim Drenth voting nay.

EMA/Homeland Security

Kyle D. Conrad made a motion to declare a State of Emergency and approve County Disaster Emergency Declaration for Travel Restriction on February 2, 2022 at 3:00 o'clock p.m., second by Tim Drenth. Motion passed.

Kyle D. Conrad moves to approve Rescission Order of the County Disaster Emergency Declaration for Travel Restriction on February 4, 2022 at 8:00 o'clock a.m., second by Tim Drenth. Motion passed by majority.

Commissioner President Butch Cain would like to thank all the employees that worked very hard during the snow storm to keep the county safe.

NEXtera ENERGY

Representatives from NEXtera ENERGY came before the Commissioners regarding solar project in Newton County with a presentation regarding the proposed solar energy site panel/ "Reynolds Solar" near Kentland which will provide job opportunities and payments to landowners during the life span (35 years) of the project using (1500 acres) and 350 acres of panels at no risk for county taxpayers. Since it is a utility project will be assessed 95% of value, the State of Indiana through DLGF sends assessed tax bill to the county Assessor for payment of taxes and it is classified as utilities distributable. Discussion held. Zoning will be changed to the "Rural Development District."

County Credit Cards

Tim Drenth moves to approve the following amounts of \$2,162.25 departmental credit card claims, 621.95 Nitco invoice claim and the government center water bill in the amount of \$431.62, second by Kyle D. Conrad.

Park Board

Discussion held on Kayak trailer invoice in the amount of \$6,182.00. Attorney Ryan stated that documentation needs to be forward to the Auditor in the form of a letter from the Park Board stating the requested amount. *Tim Drenth made a motion to approve payment for a Kayak trailer pending documentation to the Auditor from the Park Board second by Butch Cain. Motion passed with Kyle D. Conrad voting "nay".*