
GIBSON COUNTY BOARD OF COMMISSIONERS

Regular Session

October 19, 2010

The Gibson County Board of Commissioners met in regular session on October 19, 2010 at 6:00 p.m. the North Annex Meeting Room.

Members present:

Bob Townsend, Pres. Gerald Bledsoe, VP
Don Whitehead Attorney James McDonald

The meeting was called to order with all present standing and reciting the Pledge to Allegiance.

Minutes: The minutes from the previous meeting of October 5, were approved on a motion from Gerald Bledsoe, seconded Don Whitehead, passed 3-0.

Claims: The following claims were presented for approval: Payroll 10/08/10, \$278,785.42: County General \$ 179,837.53; Courts \$ 17,379.88; Co. Hwy, \$ 119,091.04; Sheriff, \$ 58,835.66. The claims were approved on a motion by Bledsoe, seconded by Whitehead, passed 3-0.

Contract for Jail Nurse : Sheriff Allen Harmon presented a contract for the new Jail Nurse Tammy Ravellette. The contract is from October 23, 2010 to December 31, 2010. The contract was approved on a motion by Gerald Bledsoe seconded by Don Whitehead. Motion passed 3-0.

Sheriff Harmon also presented a study his department had done on the intersection of County Roads 1150E and 850S. This item was tabled until further review from the County Highway Department.

K2 Ordinance: James McDonald, County Attorney presented Ordinance 2010-2 AN ORDINANCE PROHIBITING THE SALE OF SUBSTANCES CONTAINING SYNTHETIC CANNABINOIDS OR THEIR USE IN PUBLIC FACILITIES , for publications and 3 readings. Gerald Bledsoe made a motion to suspend the 1st reading and to publish the ordinance. Don Whitehead seconded the motion. Passed 3-0 .

Old Emge Plant at Ft. Branch: Gerald Bledsoe brought up the subject and stated since the property is privately owned there isn't any Federal or State funding available for cleanup. He asked the public to write letters to the Environmental Protection Agency and Indiana Department of Environmental Management requesting help in getting this cleaned up. Jim McDonald will write a letter to each agency for the commissioners, on a motion made by Gerald Bledsoe, seconded by Don Whitehead, passed 3-0 .

Cul-de-sac 600S and 800E by I 69: A discussion was held on where I 69 will cross Cr 600S and 800E. A road connecting these county roads was previously proposed to the county. After talking to residents in the area, they would rather see cul-de-sacs built instead of a connection road as it would take more of their farm ground. Commissioners voted on a motion by Gerald Bledsoe, seconded by Don Whitehead, passed 3-0.

Black Beauty Coal Co.: Dave Yager representing the coal company presented a road permit agreement for the commissioners to consider:

ROAD PERMIT AGREEMENT

THIS AGREEMENT is entered into by and between **GIBSON COUNTY, INDIANA** by and through its Board of Commissioners (hereinafter referred to as "**County**") and **PEABODY MIDWEST MINING, LLC** (hereinafter referred to as "**Peabody**") with its principal offices located at 7100 Eagle Crest Blvd., Evansville, Indiana 47715.

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. PERMISSION TO EXCEED WEIGHT LIMITS ON PORTIONS OF COUNTY ROADS—At a meeting of the Board of Commissioners, held on October 19, 1010, upon request of Peabody, the County authorized and granted Peabody permission to exceed the weight limits on portions of the county roads shown on the attached **EXHIBIT "A"** and more specifically described as follows:

CR750E—Commencing at the intersection with Indiana State Highway 64 and running thence South along **CR750E, one and one half miles**, more or less to the intersection with CR350S.

CR350S—Commencing at the intersection with CR750E and running thence West along **CR350S, one mile**, more or less, to the intersection with CR650E.

CR650E—Commencing **one-half mile North** of the intersection with CR350S and running thence **South one and four tenths miles**, more or less.

2. MAINTENANCE OF PORTIONS OF CR750E, CR350S & CR650E—During the term of this agreement Peabody shall be responsible for maintaining said portions of the subject county roads in a condition that is "as good as" the condition of the portions of county roads as it existed at the time of signing this Agreement and the road type which condition is acknowledged by the parties to be as follows:

CR750E— The North three-fourths mile—Paved
The South three-fourths mile—Gravel

CR350S—One mile—Gravel

CR650E—The North one mile—Paved
The South four tenths mile—Gravel

3. **TERM**—The term of this agreement shall be for a period of five years from and after the date of this agreement, with the right to extend additional five-year terms, upon ninety (90) days advance written notice by Peabody to County prior to the expiration of the initial term or any extended term. Upon receiving an extension notice from Peabody, County may reasonably increase or decrease the bond amount requirements for each new extension period.

4. **INDEMNIFICATION**—Peabody agrees to hold the County of Gibson, the Commissioners and any and all county employees, agents, servants or representatives harmless and further agrees to indemnify the Commissioners, said County and/or its employees, agents, servants and representatives against any and all claims, demands, actions at law or in equity, litigation expenses, attorney fees judgments and verdicts that should arise out of Peabody's use of the said portions of county roads.

5. **BOND**—Peabody shall deposit and maintain forthwith with the Auditor of Gibson County or other designated location, its surety bond, from an insurance company rated Excellent (A) or better by Best's Insurance Report, in the amount of Forty Thousand Dollars (\$40,000) per mile of County Road as described herein, subject to adjustment per Section 3. The parties agree that the amount of the bond shall equal, for the portions of the County Roads described in this agreement, One Hundred Fifty Six Thousand Dollars (\$156,000) and such bond shall remain in effect as long as this agreement remains in effect, subject to adjustment per Section 3.

6. **AUTHORITY TO EXECUTE AGREEMENT**—Peabody herein represents and warrants that the person designated below is duly and fully authorized and empowered to execute this agreement for and on behalf of Peabody.

7. **SUCCESSORS AND ASSIGNS**—This agreement shall be binding upon the parties, their successors and assigns.

WHEREFORE, the parties have hereunto set their hands and seals on the 19th day of Oct, 2010.

**BOARD OF COMMISSIONERS OF
GIBSON COUNTY, INDIANA**

By: Bob Townsend

By: Gerald A. Bledsoe

By: Don Whitehead

“County”

PEABODY MIDWEST MINING, LLC

By: _____

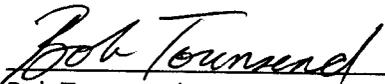
**Charles A. Burggraf
President**

“Peabody”

Mr. Yager also stated that a truck crossing on CR 725E would not be used, they are going to install an overhead conveyor belt across the road. John Umpbley requested that a sign be erected with the height of the conveyor belt. Gerald asked Mr. Yager to check to see if the conveyor belt would be lighted. Mr. Yager presented a letter requesting Bond # 104734637 for \$52,000 be released. The bond is for a portion of CR 250S, commencing 1,540 feet west of the intersection of CR 750E and running thence west along CR250S, 3,740 to the intersection of CR650E; and CR 650E commencing at the intersection with CR 250S and running thence South along 650S, 3000 feet, more or less. It was agreed to table this request until the next meeting.

Mr. Yager also requested the agreement for CR 550E between 50S and 150E(also known as Indian Treaty Road) be extended for 1 year until road settles and crossing isn't being used before it is paved. It will be paved prior to September 1, 2011. Don Whitehead made to motion seconded by Gerald Bledsoe, motion passed 3-0.

County Road 450N: Curt Cain asked why the Bridge # 85 on that road was replaced instead of the money put to upgrade the road. John Umpbley, County Engineer stated the bridge had a 4 ton weight limit on the last bridge study and would be rated on the new bridge study as a 3 ton weigh limit, which would be a mandatory closing of the bridge by the State. Mr. Townsend also said that the bridge fund was separate for the road funding and the bridges fund couldn't be used to repair roads. There being no other business to come before the Commissioners Gerald Bledsoe made a motion to adjourn, seconded by Don Whitehead, motion passed 3-0.



Bob Townsend, Pres.



Gerald Bledsoe, VP



Don Whitehead



Attested: Mary B. Key, Auditor