DELAWARE COUNTY COMMISSIONER'S MEETING MONDAY, DECEMBER 4, 2023 @ 9:01 A.M. COMMISSIONERS COURTROOM 100 W. MAIN ST. ROOM 309A CALL TO ORDER WELCOME PLEDGE TO FLAG

ROLL CALL

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riggin

Mr. John Brooke, County Attorney

Mr. Ed Carroll, Auditor

TABLED BUSINESS ALLOWING PUBLIC DEFENDERS TO HAVE KEY FOBS TO ACCESS COURTROOMS RESOLUTION 2023-026

Remained tabled

MINUTES

MOTION: Commissioner King made a motion to approve Commissioner minutes for November 20, 2023.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

Commissioner Riggin complimented Mr. Ed Carroll, Auditor and Ms. Denise Smith, Recording Secretary, for the great job

on the minutes from November 20, 2023.

President Henry and Commissioner King agreed.

PRESENTATIONS

Ms. Susan Eichhorn, Assistant Director and Mr. Kyle Schrink, Director, East Central Indiana Solid Water District, presented information regarding recycling and special waste production. They need volunteers for Citizens Advisory Board, a non-profit board, however, mileage would be reimbursed, while serving on the board. State legislator would like representatives to have environmental backgrounds.

Mr. Schrink said all residents of Delaware County can take items such as hazardous waste, paints, pesticides, fertilizers, chemicals, televisions, computers, refrigerators, tires, etc. to 700 East Centennial, Muncie, Indiana.

For more information go to the website at http://www.eciswd.org/

Commissioner meeting December 4, 2023

CONTRACTS OR AGREEMENTS FOR APPROVAL LEXISNEXIS

Ms. Emily Anderson, Court Administrator, presented the contract for LexisNexis. The contract is through December 31, 2025, and is for the Judges law books. This is paid through the court budget.

Mr. John Brooke, Attorney, said he reviewed the contract.

MOTION: Commissioner King made a motion to approve the contract with LexisNexis.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

The contract is located in the Auditor's office

NEW WORLD ACCESS AND SOFTWARE

Mr. Jim Flook, IT Director, presented New World Access agreements for software for Cowan Schools, Eaton Police and Gaston Police. After discussion with the Commissioners, it was determined that Cowan Schools, Eaton Police and Gaston Police pay for a part of the Mobile Data Terminal Software. This is an annual agreement.

MOTION: Commissioner King made a motion to approve the New World Access agreements.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry Mr. Flook will get the signature from Gaston, Indiana, police department

12.4.

New World Access and Software Cost Request

With Delaware County Government



The Agency identified below agrees to pay Delaware County the total of \$200.00 a year for the NetMotion access software at \$120 per year and Sophos Antivirus Software at \$80 per year. It will be required that the Laptop(s) need to be reviewed to make sure the laptop(s) meets the requirements set by Delaware County to use New World System, this is required for the usage of New World Software. This will be used for the purpose of:

School Resource Officer (SRO) to have access to vital dispatch data for the safety and protection of Cowan Community School Corporation. Will also be used to complete any reports required in the daily function of the SRO job.

Agency: Cowan Community School Corporation

Signature: JiMP Ban

Date: 10-9-2023

Delaware County Government

Signature:

Date: 12/4/2023

12.4

New World Access and Software Cost Request With Delaware County Government



NetMotion access software at \$120 per year and So required that the Laptop(s) need to be reviewed to by Delaware County to use New World States.	phos Antivirus Software at \$80 per year. It will be
This will be used for the purpose of:	is required for the usage of New World Software.
- Patrol	
ABERCY: Eaton Pilice Deportment	Delaware County Government
Signature Me Mori	Signature: The Him
Date: _// /27/2023_	Date:

12.4

New World Access and Software Cost Request With Delaware County Government



The Agency identified below agrees to pay Delaware County the total of \$200.00 a year for the NetMotion access software at \$120 per year and Sophos Antivirus Software at \$80 per year. It will be required that the Laptop(s) need to be reviewed to make sure the laptop(s) meets the requirements set by Delaware County to use New World System, this is required for the usage of New World Software. This will be used for the purpose of:

Added an additional MDT with New World to the department fleet.

Agency: Gaston Police Department	Delaware County Government	
Signature:	Signature: Mm Jam	
Date:	Date:	

AGREEMENT TO PROVIDE LEGAL SERVICES TO THE DELAWARE COUNTY ELECTION BOARD

Mr. Rick Spangler, Clerk of Delaware County, presented legal services agreement for the 2024 Election Board. MOTION: Commissioner Riggin made a motion to approve legal services with McClellan & McClellan to the Delaware County Election Board. Commissioner Riggin said it is important to have legal counsel for the Election Board.

The Election Board approved McClellan & McClellan unanimously.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

Mr. Spangler will provide signature from McClellan & McClellan

12.4,2023

AGREEMENT TO PROVIDE LEGAL SERVICES TO THE DELAWARE COUNTY ELECTION BOARD

THIS AGREEMENT made and entered into this _____ day of January, 2024 by and between the Delaware County Commissioners on behalf of the Delaware County Election Board (hereinafter "Election Board") and McClellan & McClellan (hereinafter "McClellan"), an attorney, duly licensed pursuant to the laws of the state of Indiana, hereby agrees as follows:

The Election Board hereby engages McClellan, not as any employee or agent, but as an independent contractor to provide legal services to the Election Board and to attend Election Board meetings when scheduled and to advise, research and consult concerning issues surrounding the Indiana Election laws.

FOR AND IN CONSIDERATION of the above-mentioned services to be rendered to the Election Board, McClellan will be paid a flat rate of \$4,000.00 for the 2024 calendar year.

- All activities by McClellan shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- 2. McClellan shall keep a file containing any and all correspondence, emails, and other research materials created on behalf of the Election Board, which will be available for the Election Board to review and/or secure copies of the same. The parties agree that all documents applicable to this Agreement shall be kept for a period of not less than three (3) years.
- 3. Should the Election Board find it necessary to initiate a legal proceeding or becomes a defendant in a legal proceeding in addition to the terms of this Agreement, McClellan shall be paid at an hourly rate not to exceed \$250.00 per hour for his services rendered in initiating or defending Election Board required litigation.
- Neither party to this Agreement shall use, disclose, copy, publish, advertise, or market any
 information obtained in connection with the work performed or services provided under the terms
 of this Agreement.

7

5. This Agreement may be amended, mo instrument signed by each of the parties hereto, a provisions of the Agreement without affecting of	edified, renewed, or supplemented only by a written and any amendment may pertain to any one or more other provisions contained herein.
Delaware County Election Board Delaware County Election Board	Donald K. McClellan
Delaware County Election Board	Approximal leave
	Approved by:
	Delaware County Commissioner Delaware County Commissioner
	ENP Call

UNITED CONSULTING SUPPLEMENTAL AGREEMENT

Mr. Brooke presented the United Consulting supplemental agreement. This is a supplemental #2 for Bell Road Stormwater Sewer and Detention Improvements Town of Albany and Delaware County for \$33,500. This project was paid through American Rescue Funds (ARF) fund regarding storm water issues.

MOTION: Commissioner Riggin made a motion to approve United Consulting Supplemental agreement. This is supplemental #2 with United Consulting.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

EMPLOYEE AGREEMENTS

Mr. Brooke said this agreement was requested by the Commissioners. The agreement is for 911 Director, Mr. Fred Cummings. Since Mr. Cummings was hired, he has professionalized the department, added new equipment, desks and new procedures. The Delaware County 911 Center has become a model for other 911 Centers. The agreement is five (5) year agreement.

Commissioner Riggin said Mr. Cummings has been worth his salary.

MOTION: Commissioner King made a motion to approve Mr. Fred Cummings employment agreement, this is a five (5) year agreement.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

12.4.2023



EMPLOYMENT AGREEMENT

Comes now Bernard "Fred" Cummings (hereinafter referred to as "Employee") and Delaware County, Indiana by the Board of Commissioners of Delaware County, Indiana (hereinafter referred to as "Employer") and enter into the following Employment Agreement with the Employee:

RECITALS

WHEREAS, Employer hired Employee on the 6^{th} day of January, 2022 to serve as the Executive Director of the Emergency Communications Center; and

WHEREAS, the Employee has transformed the Emergency Communications Center into a much more professional state of the art facility by leading the way to upgrade the communications systems, software, hardware, furniture as well as improve training of the members of the Emergency Communications Department on proper techniques; and

WHEREAS, the Employer believes that the work done by the Employee with regard to increasing the professionalism of the services and staff in the short amount of time that the Employee has been performing work for the Employer is something that deserves to be rewarded; and

WHEREAS, the Employer believes that a change in the manner in which the Executive Director of the Emergency Communications Center is employed and maintained should occur; and

WHEREAS, the Employer is desirous of creating a written contract of employment for the Employee and the Employee is willing to accept the terms of the contract herein.

NOW THEREFORE THE EMPLOYER AND THE EMPLOYEE AGREE AS FOLLOWS:

- 1. EMPLOYMENT. The Employee shall be employed starting on the date of execution of this Agreement to serve as the Executive Director of the Emergency Communications Department with the job description as attached as Appendix A to this Agreement and as may be modified by the parties from time to time in future. The Employee agrees to serve as Executive Director of the Emergency Communications Department exclusively for the Employer during the duration of this Agreement and not serve as an employee for any other employer, except as may be agreed by the parties, in writing.
- 2. **TERM**. The Term of this Agreement shall be for a period of five (5) years from the date of execution of this Agreement. The term may be

1 | Page

extended by mutual agreement of the parties for a similar five (5) year period of time or any other period of time that the parties may agree.

3. **COMPENSATION FOR SERVICES.** The Employee shall receive a salary in the initial sum of Eighty Thousand Dollars and no cents (\$80,000.00). Said salary may be increased as per the appropriation from the Delaware County Council and its salary ordinance during this Agreement. The Employee shall be entitled to all benefits of an employee of Delaware County, Indiana as set forth in the County Personnel Handbook, except the Employee, as a Department Head, shall not be eligible for overtime or compensatory time for hours worked in excess of forty (40) hours in a single week. For the purposes of the law, the Employee is considered to be an "EXEMPT" employee.

4. TERMINATION.

- A. For Cause. The Employee may only be terminated for cause as determined by the Employer. In the event that the Employer shall terminate the Employee, the Employer shall provide written notice detailing the cause of the termination. The Employee's conduct shall be governed by the Delaware County Personnel Handbook as adopted and amended from time to time. The Employee may also be terminated for any action, incident or event that brings Delaware County or the Board of Commissioners into harm, disrepute or damages the Employer's character or standing.
- B. Budget Issues. In the event that Delaware County has a financial emergency that requires the climination of the position of Executive Director of the Emergency Communications Department then the Agreement may be terminated by the Employer. If the Employer restructures the Emergency Communications Department and reassigns the Employee, then this Agreement may be terminated.
- 5. **COMPETENT AND DILIGENT SERVICES.** The Employee shall ethically serve the needs of Delaware County with respect to emergency communications and its employees with competent and diligent efforts in good faith and the requisite knowledge, skill, thoroughness and preparation reasonably necessary for the position of Executive Director.
- 6. **E-VERIFY.** Employee shall be enrolled in and verify the work eligibility status of all newly hired employees of the Emergency Communications Department through the E-Verify program. Pursuant to

l.c. 22-5-1.7-11, the Employee is not required to verify the work eligibility status of all newly hired employees of the Emergency Communications Department through the E-Verify program if the E-Verify program no longer exists.

7. **NO INVESTMENT IN IRAN.** As required by l.c. 5-22-16.5, Employee certifies that they have not and are not engaged in investment activities in Iran.

ENFORCEMENT AND BREACH.

- A. Attorney Fees Paid. In the event that it is necessary to enforce this agreement the non-breaching party shall be reimbursed for all reasonable attorney fees and costs by the breaching party.
- B. Payment of Salary. In the event that the Employer shall terminate this Agreement, for any reason, prior to the end of the initial or any subsequent term, then the Employee shall be paid the balance of their salary from the date of termination until the end of the initial or any subsequent term.
- MISCELLANEOUS. The parties shall further agree as follows:
 - A. Law and Jurisdiction. This Agreement shall be governed by the laws of the state of Indiana. Any action brought to enforce this agreement shall be first filed in the Delaware County, Indiana Circuit Court.
 - B. Successors and Assigns. Employee and Employer respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Agreement. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.
 - C. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Employee or Employer via first class mail, overnight delivery or e-mail at an address designed to insure that the other party receives said notice.
 - D. Rights and Remedies. Duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to

act by Employee or Employer shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

E. Entire Agreement. The Agreement herein form the Contract for Employment and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations, or agreements, whether written or oral. The Agreement shall not be construed to create a contractual relationship of any kind (1) between Employer and any other employee or (2) between any persons or entities other than Employee and Employer.

EMPLOYEE

Bernard "Fred" Cummings

EMPLOYER

Delaware County, Indiana

Shannon Henry, President Board of Commissioners

James Wing, Vice President Board of Commissioners

Sherry Riggin, Member Board of Commissioners

Attest:

Edward Carroll, Auditor Delaware County, Indiana

4 | Page

APPENDIX A

JOB DESCRIPTION (INITIAL)

5 | Page

RESOLUTIONS FOR APPROVAL

RESOLUTION NO. 2023-027 ISAIAH 117 HOUSE

Mr. Brooke said per the Commissioners, there is land at the southwest corner of Cornbread Road and Tillotson to place the Isaiah 117 House. Resolution 2023-027 is a start of the process to transfer the property to non-profit. There will be a Public Hearing and then Isaiah 117 House will present as to why they should get the property. With approval, by the Commissioners, the Isaiah House would start construction.

MOTION: Commissioner King made a motion to approve Resolution 2023-027, Isaiah 117 House.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

RESOLUTION NO. 2023-027

RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS IDENTIFYING A CERTAIN PROPERTY TO BE TRANSFERRED TO A NONPROFIT ENTITY PURSUANT TO INDIANA CODE § 36-1-11-5.6

WHEREAS, the Board of Commissioners of Delaware County, Indiana (the "Board of Commissioners") is the county executive of Delaware County, Indiana (the "County"); and

WHEREAS, Ind. Code § 36-1-11-5.6 set forth the procedures by which a county executive may transfer property to a nonprofit entity that is created for agricultural, educational or recreational purposes; and

WHEREAS, the Board of Commissioners has identified a parcel of real property for which it has acquired and now desires to transfer to a nonprofit entity to be used for the public good; and

WHEREAS, the property the Board of Commissioners now desires to transfer to a nonprofit entity to be used for the public good is identified and listed on Exhibit A, attached hereto; and

WHEREAS, the Board of Commissioners intend to accept written applications from eligible nonprofit entities that desire to have the identified property transferred to the nonprofit entity and will conduct a public hearing to consider all submitted applications and hear any opposition to a proposed transfer.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT:

SECTION 1. The Board of Commissioners hereby identifies the property listed on Exhibit A, attached hereto, as that for which the Board of Commissioners desires to transfer to a nonprofit entity to be used for the public good.

SECTION 2. The Board of Commissioners will conduct a public hearing to consider the transfer of the property to a nonprofit entity and said public hearing shall be set to occur on the 18th day of December, 2023, at 9:00 a.m. in the Delaware County Commissioner's Courtroom, 100 West Main Street, Room 309A, Muncie, Indiana 47305.

SECTION 3. The Board of Commissioners shall cause to be published a notice regarding the public hearing pursuant to Ind. Code § 5-3-1-2(b) and, prior to said public hearing, will accept written applications that are in compliance with the requirements from non-profit entities that are not otherwise ineligible pursuant to Ind. Code § 36-1-11-16 and desire to have the identified property transferred to them.

SECTION 4. The Board of Commissioners will consider any written applications submitted by eligible nonprofit entities and, immediately following the public hearing, will make a final determination concerning the transfer of the identified property.

DULYADOPTED by the Board of Commissioners of Delaware County at a public hearing held on this, the 18^{th} day of December, 2023.

DELAWARE COUNTY BOARD OF COMMISSIONERS

Shannon Henry, President

James King Commissione

Sherry Riggin, Commissioner

ATTEST:

Edward Carroll, Auditor Delaware County, Indiana SECTION 4. The Board of Commissioners will consider any written applications submitted by eligible nonprofit entities and, immediately following the public hearing, will make a final determination concerning the transfer of the identified property.

DULYADOPTED by the Board of Commissioners of Delaware County at a public hearing held on this, the $18^{\rm th}$ day of December, 2023.

DELAWARE COUNTY BOARD OF COMMISSIONERS

Shannon Henry, President

James King Commissioner

Sherry Riggin Commissioner

ATTEST:

Edward Carroll, Auditor Delaware County, Indiana

DEPARTMENT AND ELECTED OFFICIALS

Ms. Sara Hodges, Commissioners Executive Administrator, presented the 2024 Commissioners meeting.

Commissioner Riggin would like to have the meetings start at 10:00 a.m. or even next year at 9:30 a.m.

President Henry and Commissioner King both want the meetings to remain at 9:00 a.m.

MOTION: Commissioner King made a motion to keep the time and date, as presented.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

12.4.2023

2024 Commissioners' Meetings Meetings start at 9:00 a.m. In the Commissioners' Courtroom Room 309A Delaware County Building 100 W. Main Street Muncie, IN 47305



Tuesday	January 2, 2024
Tuesday	January 16, 2024 (Holiday)
Monday	February 5, 2024
Tuesday	February 20, 2024 (Holiday)
Monday	March 4, 2024
Monday	March 18, 2024
Monday	April 1, 2024
Monday	April 15, 2024
Monday	May 6, 2024
Monday	May 20, 2024
Monday	June 3, 2024
Monday	June 17, 2024
Monday	July 1, 2024
Monday	July 15, 2024
Monday	August 5, 2024
Monday	August 19, 2024
Tuesday	September 3, 2024 (Holiday)
Monday	September 16, 2024
Monday	October 7, 2024
Monday	October 21, 2024
Monday	November 4, 2024
Monday	November 18, 2024
Monday	December 2, 2024
Monday	December 16, 2024

Dated this 4 day of December, 2023

Shannon Henry, President

James King, Vice President

Attest:

Sherry Riggin, Member

DEPARTMENT HEADS AND ELECTED OFFICIALS

*Mr. Gavin Green, Coroner, requested to have an ordinance standardizing the cost of an autopsy report and toxicology report. Mr. Green would also like to increase the salary ordinance on how the Deputies are paid while going out to the scene verses a telephone consultation. Money orders and cash are only taken. Mr. Kyle Johnson, Chief Information Officer and Mr. Jim Flook, IT Director, are working on the website so that payments can be taken through a credit card. Mr. Green gave an example of a birth certificate cost of \$20, verses the cost of an autopsy being \$1800. The Coroners office is trying to streamline everything online.

Mr. Brooke asked if the Deputies were included in the salary ordinance on fees.

Mr. Green said it is not individual and is a part-time line and a lump sum.

Mr. Brooke said then you can increase the rates, it effects the appropriation but does not specify it in the salary ordinance. Mr. Brooke will create an ordinance for December 18, 2023, Commissioners meeting.

**Mr. Dan White, Fair Board, explained about rentals at the fairground. Heartland building is rented the most, however the way the building is designed, with the restroom being on the north end, people are more apt to rent the south end due to the square footage. Mr. White said the price for all three areas are now the same price. The total for the day is \$675. People are renting the meeting room for \$100 and currently have access to the restrooms. If they want the rental of the kitchen then they must rent the north hall. With the prices now being the same, Mr. White believes they will begin to rent the north hall more and have access to the restrooms.

President Henry said this is a good idea.

Commissioner King and Commissioner Riggin agreed.

Mr. Brooke will create an ordinance and asked Mr. White to send the list of pricing.

***Mr. Tommie Humbert, Highway Superintendent and Ms. Carrie Dye, Highway Office Manager, presented information regarding the change of the property located on Highway 32. The highway is expanding storage for different types of stones, this will make it easier to comply with storm water containment. This will allow us to take care of the rain garden and pond better.

MOTION: Commissioner King made a motion to approve the extension of the ground.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

Mr. Brooke will create the farm ground contract minus the change.

Ms. Dye received a complaint that a homeowner had placed a fence on an alleyway, located in Hamilton Township. Mr. Troy Landers, Highway Supervisor, went to the location and Mr. Fred Daniels, Plan Commission, said the alleyway is 15-feet-wide and is for public access. Miller Pipeline had been working in the area and the resident had to use the alleyway, this is when the homeowner put the fence up.

President Henry said the alleyway is grass. A wooden decorative fence was placed on both sides blocking access. Commissioner King said it could be vacated and both homeowners could use. Commissioner meeting December 4, 2023

President Henry said he doesn't disagree, however, Henry asked that a letter is sent first to the homeowner and then go from there.

CLAIMS

President Henry presented claims in the amount of \$26,384,407.97 of which \$24,634,315.19 was fall draw (advancement) \$1,750,092.80 and ARP claims in the amount of \$126,606.50.

MOTION: Commissioner Riggin made a motion to approve claims.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

Ms. Cheryl Dawson spoke regarding the solar ordinance.

Mr. John Taylor spoke regarding the set back of the solar ordinance.

Mr. Robert Koester spoke regarding the set back of the solar ordinance.

Ms. Linda Hanson supports the solar ordinance.

Ms. Sue Errington supports the solar ordinance.

Commissioner King questioned if the 250-set back was passed into law or was it a recommendation to the counties to use this amount for setback. Most laws that are passed becomes a bill at the state and the law at the state would supersede any ordinance that the Commissioners would pass. Wouldn't this be what the counties would go by?

Ms. Errington said the state passed two bills, one in 2022 and one in 2023, however, the state did not go into a specific amount. This is what the state is recommending and in order to receive the incentives that the bills created, "we" are far beyond what would be acceptable.

Mr. King said the state could have created a bill for each county, however, instead they made recommendations for local officials to create their own ordinance, correct?

Ms. Errington said correct, yes, it is up to the Commissioners to pass. The original bill was a mandate; however, people resists mandates. It is county zoning and that is why the state legislature backed away.

Mr. King said this takes it away from state legislatures and places it on elected officials.

President Henry asked if the state would ever pass a bill mandating it.

Ms. Errington does not know, as people learn more on the grid, we have got to have more ability to generate electricity.

Mr. Nate Howard, Muncie Landbank, thanked Commissioner King and Mr. Brad Bookout for coming to Austin, Texas to learn more about the land bank by attending the Leadership Institute. Mr. Howard would like to be able to work outside Commissioner meeting December 4, 2023

of the City of Muncie. Mr. Howard said they are having a community event on Friday, December 8, 2023 at the old McCarty Lumber site. Mr. Howard said they have a monthly meeting to help get the public involved to speak about issues related to Housing Development and abandon houses.

Commissioner Riggin said she was impressed when Ohio had 52 counties involved in the land banks. Commissioner Riggin would like Mr. Brooke to look at a resolution to join/expand and help with the finances through EDIT.

Commissioner Riggin said if the Commissioners want to change the residence to 500 feet, shouldn't that be done at today's meeting, due to the Plan Commission meeting on December 14, 2023.

Mr. Brooke said that is something the Plan Commission can recommend and it be sent back before the Commissioners and then consider another amendment and start that process.

(3 minutes per speaker)

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Cher	Tallot	305 5 Hutch Mson Ave 1	muncie 473 ps
Person	VI KOESTER	2709 W. BURNELL DR.	MUNCE 47303'
Linda	+ Janson	1400 W. North Mu	acie 47303
Sue	Frank	3700 W. Brook Dr.	11 47304
1 Cotto	Loward Howard	5304 W. Churchill C4	~
	HOWALD	1309 W 6.16-+	<u>47</u> 303

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Commissioner meeting December 4, 2023

RECESS

MOTION: Commissioner King made a motion to recess until December 18, 2023.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

resident, Mr. Syannon Henry

Member, Ms. Sherry Riggin

Vice President, Wr. James King

Auditor, Mr. Ed Carroll