

B.20

DELAWARE COUNTY COMMISSIONER'S MEETING
TUESDAY, MARCH 7, 2023 @ 9:09 A.M.
COMMISSIONERS' COURTROOM
100 W. MAIN ST. ROOM 309A
CALL TO ORDER
PLEDGE TO FLAG
WELCOME

ORIGINAL

Comments may be made to the Commissioners via their email at commissioners@co.delaware.in.us

ROLL CALL

Mr. Shannon Henry-absent
Mr. James King
Ms. Sherry Riggin
Mr. John Brooke, County Attorney
Mr. Ed Carroll, Auditor
Ms. Denise Smith, Recording Secretary
Ms. Sara Hodges, Executive Secretary

APPOINTMENT for MERIDIAN MENTAL HEALTH BOARD

MOTION: Commissioner Riggin made a motion to appoint Mr. James King to Meridian Mental Health Board.
SECOND: Commissioner King
YEAS: Commissioner King, Commissioner Riggin
ABSENT: President Henry

APPROVAL OF MINUTES:

MOTION: Commissioner Riggin made a motion to approve February 21, 2023 Commissioner minutes.
SECOND: Commissioner King
YEAS: Commissioner King, Commissioner Riggin
ABSENT: President Henry

CONTRACTS OR AGREEMENTS FOR APPROVAL**COMMUNITY FOUNDATION GRANT-MOBILE DISPATCH VEHICLE-FRED CUMMINGS**

Mr. Fred Cummings, 911 Director, presented the Community Foundation Grant for a dispatch vehicle and equipment for \$25,000.

ORDINANCE FOR 911 COMMUNITY FOUNDATION GRANT**ORDINANCE 2023-007**

MOTION: Commissioner King made a motion to introduce Ordinance 2023-007, Ordinance for 911 Community Foundation Grant. This is for a dispatch vehicle for \$25,000.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin
ABSENT: President Henry

MOTION: Commissioner King made a motion to suspend the rules on Ordinance 2023-007, Ordinance for 911 Community Foundation Grant.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins

ABSENT: President Henry

MOTION: Commissioner King made a motion to approve Ordinance 2023-007, Ordinance for 911 Community Foundation Grant.

YEAS: Commissioner King, Commissioner Riggins

ABSENT: President Henry

3-7-2023

ORDINANCE NO. 2023- 007

ORIGINAL

AN ORDINANCE OF DELAWARE COUNTY ESTABLISHING FUND FOR THE DEPOSIT AND
PAYMENT OF GRANT FUNDS RECEIVED DELAWARE COUNTY EMERGENCY
COMMUNICATIONS CENTER FROM THE COMMUNITY FOUNDATION FOR THE MOBILE
DISPATCH VEHICLE EQUIPMENT

WHEREAS, the Delaware County Emergency Communications Center has plans for the creation and construction of mobile dispatch vehicles to assist the County and its public safety departments continue to provide services in the event of an event that affects the dispatch center or needs a mobile presence on site to assist; and

WHEREAS, the Muncie Delaware County Community Foundation has graciously agreed to fund this important program with a grant of \$25,000 to be used for expenses related to the purchase of a mobile dispatch center vehicle and equipment.

WHEREAS, it is necessary to establish a fund in the Auditor's Office into which the proceeds will be deposited and from which expenditures will be disbursed.

NOW, THEREFORE, BE IT ORDAINED that:

1. The Auditor shall establish a fund entitled Delaware County Emergency Communication Center Mobile Dispatch Vehicle Grant fund and said Auditor has issued a budget fund number of _____.
2. The funds in this account are non-reverting and may only be used for the purposes as set forth in the grant.
3. The expenditure of said funds shall not require appropriation by Delaware County Council.

Adopted by the Delaware County Board of Commissioners on this 7 day of March, 2023.

DELAWARE COUNTY COMMISSIONERS

Shannon Henry, Commissioner President

James King, Commissioner

Sherry Riggins, Commissioner

ATTEST:

Edward Carroll
Auditor, Delaware County

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Ms. Angie Moyer, Project Manager, presented the Local Roads and Bridges matching grant agreement. This award was received in December 2022 and is a standard INDOT boilerplate contract. The road paving projects include Walnut Street from 900 North to Eaton Wheeling Pike, Black Cemetery between State Road 28 and Gregory Road, 550 East from Gregory Road to Eaton Albany Pike, 800 West between 67 to 700 South and Proctor Road between 350 South and 400 South. INDOT awarded 50% total match for the project.

MOTION: Commissioner Riggin made a motion to approve the Local Roads and Bridges matching grant agreement.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin

ABSENT: President Henry

The agreement is located in the Auditors office

37-2023

ORIGINAL

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #0000000000000000000070270

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and DELAWARE COUNTY, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$852,339.91 (the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy-day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

Page 1 of 9

Eld Call
Asst. Dir.

[Signature]
[Signature]

AGREEMENT FOR CONSULTING SERVICES – DONNA PATTERSON

Mr. John Brooke, County Attorney, presented the Consulting Services agreement for Ms. Donna Patterson. The request came from Mr. Ed Carroll, Auditor and the Commissioners.

Mr. Carroll said Donna is retiring March 31, 2023 so this agreement would be on "as needed basis".

MOTION: Commissioner Riffin made a motion to approve the Consulting Services agreement for Ms. Patterson.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riffin

ABSENT: President Henry

3-7-2023
ORIGINAL

Agreement for Consulting Services

This Agreement is made this 7 day of March, 2023 (the "Effective Date") by and between the Delaware County Board of Commissioners, as the governing body of Delaware County, Indiana (the "County"), and Donna Patterson, a provider of independent consulting services (the "Consultant").

For good and valuable consideration, as described in this Agreement the parties agree as follows:

1. The term of this Agreement shall begin as of the Effective Date and end on June 30, 2024 ("Term"), unless terminated earlier by the parties as provided herein. The Term of this Agreement shall automatically extend for additional one (1) year periods unless, at least thirty (30) days prior to the applicable termination date, either party provides written notice of its intent to not renew this Agreement.
2. Consultant shall provide consultation services to the County as needed regarding all Auditor-related matters.
3. Consultant will provide consultation services, including, but in no way limited to, administrative knowledge, leadership, and support for all Auditor-related matters at the direction of the Delaware County Auditor, or his duly appointed representative.
4. Consultant shall be available as necessary and practicable, at the discretion of the Delaware County Auditor, or his duly appointed representative, to provide consultation services for all Auditor-related matters.
5. Consultant shall receive the amount of Twenty-five and 00/100 (\$25.00) Dollars for each hour of consultation services provided, to be calculated in no less than quarter-hour increments and Consultant shall provide to the County semi-monthly itemized invoices for all services provided during the applicable period, which shall be paid upon approval by the County according to all procedures required by law.
6. All expenses that may be incurred by the Consultant shall be approved by the County prior to expenditure and County shall have no obligation to reimburse said expenses unless Consultant first provides to the County itemized receipts of all expenses for which reimbursement is sought.
7. Either party may terminate this Agreement by providing the other party written notice of their intent to terminate at least thirty (30) days prior to the termination date as stated in the notice. In the event this Agreement is terminated prior to expiration of the Term, Consultant shall continue to provide the services stated herein, and the County shall continue to pay Consultant for the services rendered through the effective date of termination.

8. This Agreement shall be governed by the laws of the State of Indiana and claims arising under this Agreement shall be brought in a court of competent jurisdiction located in Delaware County, Indiana.

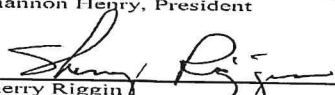
By signing below, the parties hereby agree to the terms and conditions as stated above.


CONSULTANT


By Donna Patterson


DELAWARE COUNTY, INDIANA
BOARD OF COMMISSIONERS

Shannon Henry, President


Sherry Riggins


James King

ATTEST:


Edward Carroll Jr., Auditor

AGREEMENT FOR CONSULTING SERVICES- DOSSETT CONSULTING

Mr. Brooke presented the Consulting Services with Dossett Consulting. This is an annual agreement.

MOTION: Commissioner King made a motion to approve the Consulting Services agreement with Dossett Consulting.

SECOND: Commissioner Riffin

YEAS: Commissioner King, Commissioner Riffin

ABSENT: President Henry

3-7-2023

ORIGINAL

ORIGINAL

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between Dossett Consulting, LLC., (hereinafter "Consultant"), and Delaware County, Indiana (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A.
- (2) Term. This Agreement shall commence on 7 day of March, 2023 ("effective date") and be in full force and effect for the term as stated in Exhibit B.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Client or Consultant may terminate this Agreement for any reason upon thirty (30) days prior written notice to Consultant or Client. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.
- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data it provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) Copyright for Consultant's Proprietary Software. To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, worker's compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.

(9) Indemnification.

a. **Consultant:** Consultant agrees to indemnify the Client, its officers, agents, and employees, against damages or judgments arising from Consultant's negligence, recklessness, or willful misconduct.

b. **Client:** Client agrees to indemnify Consultant, its officers, agents, and employees, against damages or judgments arising from Client's negligence, recklessness, or willful misconduct.

(10) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.

(11) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

To County:

Delaware County
Auditors Office
100 West Main Street, Room 103
Muncie, IN 47305

To Consultant:

Dossett Consulting, LLC.
9775 Crosspoint Blvd, Suite 117
Indianapolis, IN 46256

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(12) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(13) Antidiscrimination. Pursuant to IC 22-9-1-10 the Consultant agrees that neither Consultant or its sub-contractors shall discriminate against any employee or applicant

for employment to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicants race, religion, gender, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose. Consultant and Consultant's employees will comply with IC 22-5-1.7 see Exhibit C.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

h. Per the terms of the contract disclosure requirements of IC 36-1-21-5 and the County ordinance of the same. The Consultant hereby certifies it is not a relative of any elected official of the Delaware County Government.

i. The Consultant certifies that at the time of entering into this contract neither the Consultant nor any of its principals or employees engages in investment activities with the nation state of Iran, as said activities are defined in IC 5-22-16.5-8.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement
as of this date written on the first page.

Delaware County, Indiana

By: _____
(Board of Commissioners)

By:  _____
(Board of Commissioners)

By:  _____
(Board of Commissioners)

ATTEST:

By:  _____
(County Auditor)

Dossett Consulting, LLC.

By:  _____

Jeff Dossett, Owner

EXHIBIT A
Term and Scope of Services

Consultant provided two (2) options related to the Fiscal Year Scope of Services performance of the duties identified in Exhibit B of this agreement. The appropriate County official should place a check mark next to and initial the chosen contract period.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws. Consultant and Consultant's employees will comply with IC 22-5-1.7 see Exhibit C.

Consultant will subcontract with MGT of America Consulting, LLC., at Consultant's expense, to utilize the subcontractor's proprietary cost allocation software for the output of the final cost allocation plans. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the MGT of America Consulting, LLC. software, remains with MGT of America Consulting, LLC.

The Consultant shall perform the following services:

- A. Development of a central services cost allocation plan, which identifies the various costs incurred by the County to support and administer Federal and State programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.
- B. Negotiation of the complete cost allocation plan with the representatives of the federal cognizant agency or its designee if required.
- C. Assistance in preparing the claims to the State for recovery of funds due the County from the Federal and State of Indiana governments. Consultant will also monitor the progress of claims through the State to ensure the County receives recoveries due it. Said Monitoring is accomplished when the State provides Consultant with a "Remittance Notice" which details reimbursement amounts to each participating County. Consultant will review "Remittance Notice" to verify amount claimed was basis for State remittance.
- D. Consultant shall defend Client under audit for a period of three (3) years without cost to the Client.

EXHIBIT B
Compensation

Multi-Year Option

Please check and initial your choice of contract:

_____ For services provided as set forth in Exhibit A, the Client agrees to pay Consultant a sum not to exceed **\$11,000.00 (Eleven Thousand Dollars)** for one cost allocation plan for year-end financial data for 2022 for use in 2024 and associated services required herein. The Consultant agrees to complete the project and all services as further provided herein for said sum.

_____ (initials)

OR

☒ For services provided as set forth in Exhibit A, the Client agrees to pay Consultant a sum not to exceed **\$29,100.00 (Twenty Nine Thousand One Hundred Dollars)** for three cost allocation plans at a cost of \$9,700.00 each for year-end financial data for 2022 for use in 2024; year-end financial data for 2023 for use in 2025; year-end financial data for 2024 for use in 2026 and associated services required herein. The Consultant agrees to complete the project and all services as further provided herein for said sum.

EEU (initials)

Consultant will render to Client one invoice per cost plan completed upon delivery of the final report of each cost plan to the Client for the fees specified herein, with payment due by Sixty (60) days after each submission.

**EXHIBIT C
E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11.1, the Consultant entering into a contract with the County is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Consultant is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned on behalf of the Consultant being duly sworn, deposes and states the Consultant does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the County, the undersigned Consultant will enroll in and agrees to verify the work eligibility status of all newly hired employees through the E-Verify program.

Consultant: Dossett Consulting, LLC.
 By: *Jeff Dossett*
 Printed Name: Jeff Dossett
 Title: Owner

STATE OF INDIANA

SS:

COUNTY OF Montgomery

Subscribed and sworn to before me this 1 day of February 2022

My commission expires: 12/18/2029 Signed: *Roxie Faye Cooksey*

a. Residing in Montgomery County, State of Indiana



GOVERNMENT UTILITIES TECHNICAL SERVICES TWO YEAR ADDENDUM
(GUTS)

Ms. Kathy Butterfield, Treasurers Deputy, presented Government Utilities Technical Services two-year addendum. The addendum is for tax sales.

MOTION: Commissioner King made a motion to approve the two-year addendum with Government Utilities Technical Services.

SECOND: Commissioner Riffin

YEAS: Commissioner King, Commissioner Riffin

ABSENT: President Henry

ORIGINAL ~~GOVERNMENT UTILITIES TECHNICAL SERVICES TWO YEAR ADDENDUM~~
ADDENDUM 3-7-2023

Pursuant to Section 3.01 of the Professional Services Agreement (PSA) executed in 2022 between the Delaware County Board of Commissioners (County) and Government Utilities Technology Service, Inc. (Contractor) for the purpose of Contractor to provide Tax Sale services, both parties agree to extend the term of the agreement for a two-year term. This Addendum shall commence on January 1, 2023 and shall terminate on December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Delaware County Board of Commissioners ("County")

By: [Signature]

Printed: James King

Title: Com

Government Utilities Technology Service, Inc. ("Contractor")

By: [Signature]

Printed: ERIC V. GOODNIGHT

Title: CEO

Authorized by the Delaware County Board of Commissioners, on March 7 2023.

ATTEST:

By: [Signature]
Board Secretary

Date: 3-7-2023

Ms. Butterfield presented Schneider Geospatial agreement. There has been a huge increase in calls within the Treasurer's office requesting information about past taxes. This would free up the time staff spends on telephone calls and with emails. Some requests ask for as many as 50 parcels in one call. Ms. Butterfield asked that this be approved with a one-time online setup fee of \$3,528.

MOTION: Commissioner Riffin made a motion to approve Schneider Geospatial agreement for \$3,528.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riffin

ABSENT: President Henry



PROFESSIONAL SERVICES AGREEMENT

ORIGINAL

This Agreement is made and entered into by and between Schneider Geospatial, LLC, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and Delaware County, Indiana, whose place of business is: 100 West Main St, Muncie, IN 47305 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Database Connection

Beacon Database Connection for GUTS Tax:

- a. Beacon Parcel Search & Report Module rewrite for source data system upgrade. PROFESSIONAL will develop Beacon parcel search and report modules that are compatible with CLIENT's new Guts Tax data system.
- b. DATA ETL Configuration
PROFESSIONAL will configure an automated routine to transfer data from CLIENT's Guts Tax system to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. One-time Setup Cost:	\$3,528
Setup Items:	
Database Connection:	Included

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1 1/2% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 **Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 **Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 **Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 **Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through March 31, 2023.

PROFESSIONAL:
Schneider Geospatial, LLC

By: [Signature]
Print: Jeff Corns, GISP
Title: President
Date: March 9, 2023

CLIENT:
Delaware County, Indiana

By: [Signature]
Print: James King
Title: Commissioner
Date: 03-07-2023

[Signature]
Audrey

Mr. Tony Johnson, Captain of Sheriff's Office, presented the annual JAG Grant jointly used with the City of Muncie. This is for enhanced patrols primarily for security at the Delaware County Fair.

MOTION: Commissioner King made a motion to introduce Ordinance 2023-009, An Ordinance Creating a New Fund for Grant Funded Overtime JAG.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins

ABSENT: President Henry

MOTION: Commissioner King made a motion to suspend the rules on Ordinance 2023-009, An Ordinance Creating a New Fund for Grant Funded Overtime JAG.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins

ABSENT: President Henry

MOTION: Commissioner King made a motion to approve Ordinance 2023-009, An Ordinance Creating a New Fund for Grant Funded Overtime JAG.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins

ABSENT: President Henry

Mr. Johnson asked to have permission from the Commissioners to look into grants about a multi-agency response vehicle. This would be an armored vehicle for the SWAT team. He will apply for the Gary Sinise Foundation and for Homeland Security program. The department has one armored vehicle that is 20 years old.

The Commissioners agreed that Mr. Johnson should apply for both grants.

MEMORANDUM OF UNDERSTANDINGS

Mr. Jammie Bane, Health Department Administrator, presented memorandum of understandings for Liberty Perry, Muncie Community, Wes-Del, Daleville and Cowan schools. This MOU serves as an agreement and can be spent on items approved by the DCHD. Each grant is for \$100,000.

MOTION: Commissioner King made a motion to approve Memorandum of Understandings for Liberty Perry, Muncie Community, Wes-Del, Daleville and Cowan.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin

ABSENT: President Henry

Memorandum of understandings available in the Auditors office

ORDINANCES FOR FIRST READING

ORDINANCE TO EXTEND THE MORATORIUM ON SOLAR FARMS

ORDINANCE 2023-008

Mr. Brooke presented Ordinance 2023-008, this is to extend the moratorium on solar farms until at least August 2023.

MOTION: Commissioner Riggin made a motion to introduce Ordinance 2023-008 to Extend the Moratorium on Solar Farms.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin

ABSENT: President Henry

MOTION: Commissioner King made a motion to suspend the rules on Ordinance 2023-008 to Extend the Moratorium on Solar Farms.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin

ABSENT: President Henry

MOTION: Commissioner King made a motion to approve Ordinance 2023-008 to Extend the Moratorium on Solar Farms.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin

ABSENT: President Henry

3-7-2023

ORIGINAL

ORDINANCENO. 2023-008

**AN ORDINANCE EXTENDING A MORATORIUM ON FILING AND
ACCEPTING ANY NEW APPLICATIONS FOR SOLAR FARMS UNTIL
AUGUST 21, 2023**

WHEREAS, the Muncie Delaware County Metropolitan Plan Commission conducted a public hearing on February 17, 2022 with respect to amendments to the zoning ordinance concerning solar farms in agricultural zones; and

WHEREAS, the County Plan Commission conducted a duly authorized, notice and debated public hearing concerning the proposed Zoning Ordinance amendment concerning the inclusion of solar farms in Agricultural zones; and

WHEREAS, the Board of Commissioners also received additional public input into the proposed amendments to the zoning ordinance with respect to solar farms; and

WHEREAS, the Muncie Delaware County Metropolitan Plan Commission has had subcommittee that has been meeting to discuss possible changes to the ordinance regarding solar farms and their operations since 2022; and

WHEREAS, the Muncie Delaware County Metropolitan Plan Commission had hoped to complete their work by February 22, 2023, but the unfortunate passing of the Plan Commission's Executive Director, Marta Moody, has delayed the completion of the subcommittee's work; and

WHEREAS, the Board of Commissioners believe that the moratorium on the filing and acceptance of any new applications for solar farms during this study period and to all allow the Plan Commission has had an opportunity to consider amendments and conduct a public hearing for public input on those amendments.

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

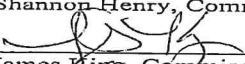
1. A moratorium that was imposed upon the County commencing on February 22, 2022 for the acceptance, review and filing of any application by any person, firm or entity seeking to place or install a solar farm on any property in Delaware County shall be extended.
2. Said Moratorium shall remain in place until Noon, August 21, 2023.

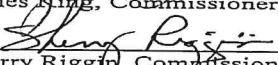
DULY ADOPTED by the Board of Commissioners of Delaware County at a regularly scheduled public meeting held on this, the 7 day of March, 2023.


DELAWARE COUNTY

BOARD OF COMMISSIONERS

Shannon Henry, Commissioner


James King, Commissioner


Sherry Rigg, Commissioner*ATTEST:*


Edward Carroll, Auditor
Delaware County, Indiana

RESOLUTIONS FOR APPROVAL

Mr. Brooke said this is the start of the process from a tax sale property that did not sell. There will be a Public Hearing at a later date regarding a nonprofit taking the property.

IDENTIFYING A CERTAIN PROPERTY TO BE TRANSFERRED TO A NONPROFIT

RESOLUTION 2023- 008

MOTION: Commissioner King made a motion to approve Resolution 2023-008, Identifying a Certain Property to be Transferred to a Nonprofit.

SECOND: Commissioner Riffin

YEAS: Commissioner King, Commissioner Riffin

ABSENT: President Henry

3-7-2023

RESOLUTION NO. 2023- 008

ORIGINAL

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 20th day of March, 2023, at 9:00am 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.

DULY ADOPTED by the Board of Commissioners of Delaware County at a public hearing held on this, the 7th day of March, 2023.

*DELAWARE COUNTY
BOARD OF COMMISSIONERS*

Shannon Henry, President

James King, Commissioner

Sherry Riggins, Commissioner

ATTEST:

Edward Carroll, Auditor
Delaware County, Indiana

Exhibit A

Parcel ID Number:

11-21-276-001.000-003

Common Address:

2321 S. Walnut St., Muncie, IN 47302

DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Cummings said he has spoken with Council about the challenge he faces when trying to hire at the 911 Center. Council suggested he come before the Commissioners first because a line item would need to be created. Mr. Cummings would like to offer a stipend for experienced Dispatchers or a lateral transfer. Mr. Cummings will present an appropriation request at Council March 2023 meeting. The employee would get ½ of the stipend in six-months and the other ½ after completion of a year.

Commissioner King said an ordinance would need to be presented at the next Commissioners meeting. He asked that Mr. Cummings work with Mr. Brooke regarding the ordinance.

Mr. Rick Spangler, County Clerk, presented the Polling locations for May 2 and November 7, 2023 due to the Voting Centers resolution failing. The contracts will need to be sent out, Mr. Spangler will work with Ms. Hodges to get these out.

MOTION: Commissioner King made a motion to approve the Polling locations for 2023.

SECOND: Commissioner Riffin

YEAS: Commissioner King, Commissioner Riffin

ABSENT: President Henry

POLLING LOCATIONS for 2023 MUNICIPAL ELECTIONS
Tuesday May 2nd & Tuesday November 7th 2023

ORIGINAL

<u>Precinct</u>	<u>Company</u>	<u>Address</u>	<u>City</u>
1	Gillespie Towers	701 W Jackson St	Muncie
2	Lutheran Church of the Cross	4401 N Wheeling Ave	Muncie
3-34	Westminster Presbyterian Church	2801 W. Riverside Ave	Muncie
4-42	The Haven	3701 N. Marleon Dr	Muncie
14-23	Ross Center	1110 W. 10 th St.	Muncie
6	Holy Trinity Lutheran Church	900 W White River Blvd	Muncie
7-27	Delaware County Fairgrounds	1210 N. Wheeling Ave.	Muncie
8-10	Oakwood Bldg.	2501 N Oakwood Ave	Muncie
9-22	Southside Middle School	1601 E 26 th St	Muncie
11-28	Riverview Church of the Nazarene	2608 E. Willard	Muncie
12	Roy C Buley Recreation Center	1111 N Penn St	Muncie
13	Southview Elementary School	2100 S Franklin St	Muncie
15	Garland E Ross Recreation Center	1110 W 10 th St	Muncie
18	Longfellow Elementary School	1900 E Centennial Ave	Muncie
19	Boys and Girls Club	1710 S Madison St	Muncie
20	Price Hall	704 S Madison St	Muncie
25-26	First Presbyterian Church	1400 W Riverside Ave	Muncie
29	Mansfield Park Lodge	2801 S Eaton Ave	Muncie
33-81	First Brethren Church	101 S Morrison Rd	Muncie
35-40	Northview Elementary School	807 W. Yale	Muncie
36-50	Northside Church of God	1505 N Tillotson Ave	Muncie
38	West View Elementary School	3401 W Gilbert St	Muncie

39-48-92	Union Chapel Ministries	4622 N. Broadway	Muncie
45-47	Halteman Village Baptist Church	4100 N Oakwood Ave	Muncie
46-5(nv)	TRC, – Head Start (Claypool)	3900 E Wysor St	Muncie
57	Gaston United Methodist Church	105 N. Main St.	Gaston
61-77-91	Eaton Community Building	600 E. Harris	Eaton
58-74	University Christian Church	2400 N Nebo Rd	Muncie

The above locations have all been approved as voting sites for the 2023 Elections to be held on Tuesday, May 2nd & Tuesday November 7th 2023.

Signed this 7 day of March, 2023.

Shannon Henry
Delaware County Commissioner

James King
Delaware County Commissioner

Sherry K. Riffin
Delaware County Commissioner

Edison
Adesso

Mr. Steve Foster, Building Superintendent, updated the Commissioners regarding the Justice Center roof and power outage. Mr. Foster received a quote regarding the heating.

Mr. Carroll presented a transfer for ARP administrative fees regarding the retention bonus. This is to pay for administrative costs. This is only creating a line item so employees can be compensated.

Mr. Brooke said Mr. Carroll is asking for an amendment to the plan so that the additional pay for employees can take place. Mr. Brooke will have this plan amended so that approval can take place on March 20, 2023.

PAYMENT OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$944,655.67 and ARP claims in the amount of \$7768.37.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin

ABSENT: President Henry

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

Mr. Rick Yencer, Yorktown, Indiana discussed roads and addictions within Delaware County.

RECESS

MOTION: Commissioner Riggin made a motion to recess until March 20, 2023.

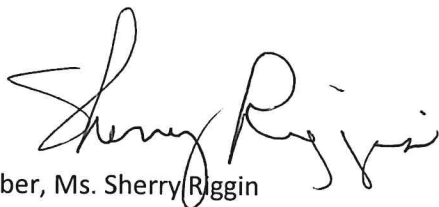
SECOND: Commissioner King

All in favor say "I"

All said "I"

President, Mr. Shannon Henry

Vice President, Mr. James King

Member, Ms. Sherry Riggin



Auditor, Mr. Ed Carroll