

DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, SEPTEMBER 6, 2022 @ 9:00 A.M.
COMMISSIONERS' COURTROOM
100 W. MAIN ST. ROOM 309A
CALL TO ORDER
PLEDGE TO FLAG
WELCOME

ORIGINAL

ROLL CALL

- Mr. Shannon Henry
- Mr. James King
- Ms. Sherry Riggan
- Mr. John Brooke, County Attorney
- Mr. Steven G Craycraft, Auditor

ORDER OF BUSINESS

TABLED BUSINESS

ARP TOURISM & HOSPITALITY GRANT REQUESTS / FAIRGROUNDS REQUEST

MOTION: Commissioner Henry made a motion to remove ARP Tourism & Hospitality Grant from the table.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

Commissioner Henry said three quotes had been received with Advanced Signs providing the best quote, not necessarily the cheapest, but more detailed. Commissioner Henry made a recommendation to use the quote from Advanced Signs for the amount of \$43,133 (grant).

MOTION: Commissioner King made a motion to approve Advanced Signs for the sign that will be located at Delaware County Fairgrounds.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King

NAYES: Commissioner Riggan

Mr. John Brooke, County Attorney, said since this is going through the Visitors Bureau, he will prepare the grant, send it to the Fair Board President for signature, and then Ms. Jeni Honeycutt, Commissioners Executive Assistant, will prepare the claim.

DEFUR VORAN AGREEMENT

MOTION: Commissioner Henry made a motion to remove Defur Voran agreement from the table.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

Commissioner Henry asked if there was any reason that Mr. Brooke could not take care of the Tax Sale.

Mr. Brooke said there is no reason that he could not.

MOTION: Commissioner Henry made a motion to *not* approve Defur Voran agreement for Tax Sales. Mr. Brooke will provide the service.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

NAYES: Commissioner Riggan

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve August 15 and August 18, 2022, Commissioner Minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

PRESENTATIONS

Mr. Jeff Hansard, Chief Probation Officer and Mr. John Bush, Adult Probation Department, presented the JUMP program.

The program's goal is to:

1. Reduce Recidivism by offering rehabilitation, opportunity, and purposeful support.
2. Improve or reduce critical labor shortages in the manufacturing sector of Delaware County, Indiana.
3. Connect affected populations with more diverse opportunity to achieve self-supporting independence.
4. Develop and cultivate a more robust inter-agency cooperative in the Delaware County Justice System.
5. Reduce costs to taxpayers and the Judicial System by diverting individuals to opportunity
6. Reduce "stagnation" of unpaid costs, restitution, or fees on pending user accounts and child support cases.
7. Cultivate and launch a longitudinal partnership between the Justice System and the Community.

Mr. Bush, Probation Officer, has connected many individuals with employment over the years. This is launching onto a grander scale from what Delaware County has done informally for years. This will create partnerships between the government and the community, operating together instead of independently. Mr. Bush presented the JUMP status reports from the pilot program that was started in April 2022 through Ivy Tech.

Ms. Jennifer Gasiorek, Vice Chancellor of Workforce, said this is another opportunity for Ivy Tech to become a referral source for the JUMP program, as well as other programs within the justice involved population.

Work Matters started in 2021, when Mr. Stephen Brand, Magna, came to Ivy Tech regarding employment issues. They are in high hope that a child care center will be located within the Industrial Park. Ivy Tech has 40% more students in the Industrial Maintenance and HVAC that are in the workplace. This is the result of Work Matters.

Delaware County Justice and Rehabilitation Center 3100 S. Tillotson Ave. Muncie, IN, 47302	<input type="checkbox"/> Judicial <input type="checkbox"/> Users <input type="checkbox"/> Manufacturing <input type="checkbox"/> Partnership
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JUMP STATUS REPORT

PROJECT SUMMARY

REPORT DATE	PROJECT NAME	PREPARED BY
08/25/2022	JUMP Program Summary August 2022	John Bush

STATUS SUMMARY

This summary covers the current status of monitored clients and their Demographics. A Detailed list of the names of participants will be shared with respective stakeholders for requested updates.

REFERRAL SOURCE STATUS SUMMARY

DATES	% DONE	DUE DATE	SOURCE	NOTES
April - August 2022	100%	October - December 2022	Delaware County Probation	
April - August 2022	100%	October - December 2022	Delaware County Community Corrections	

REFERRAL OVERVIEW

CATEGORY	TOTAL REFERRALS	TOTAL INCOMPLETE	TOTAL WORKING	NOTES
JUMP Participants	Twenty Four (24)	Five (5)	Nineteen (19)	<ul style="list-style-type: none"> Results still under review for actual participation in Work Matters / Employment
Employers Participating	Magna Powertrain, Mursix, Arrowhead, North American Stamping Group			

COHORT DEMOGRAPHICS

MALE TO FEMALE RATIO	AGE RATIO	RACE MAKEUP	RISK LEVELS
16 Males	Age 21 Youngest Age 55 Oldest	37% African American 63% White	Low Risk = 12 Moderate Risk = 10 High Risk = 2
8 Females	Age 28 to Age 41		

Of the high risk candidates, one is still in transition programming with Ivy Tech and has not started working. The other candidates are working full time and performing exceptionally well.

Of the moderate risk category, we have two that are not performing and have been removed.

Only 1 Low Risk candidate has been removed.

CONCLUSIONS/RECOMMENDATIONS

This is a preliminary status report of the cohort performance in the pilot. We are seeing a 79.1% success and compliance rate at this time. These numbers will vary as we begin to define certain domains required for overall success. Future adjustments are forthcoming.

CONTRACTS OR AGREEMENTS FOR APPROVAL
PROFESSIONAL SERVICES AGREEMENT

Mr. James Carmichael, Assessor, presented the Professional Services agreement. Legislator passed a law, in which, all property records must be online.

Schneider Geospatial provided a proposal to extend the services for \$1,344, per year. Schneider will add document access report module to the Beacon site which will link to pre-rendered PDF files generated by each document. Mr. Brooke had reviewed the agreement.

MOTION: Commissioner Henry made a motion to approve Professional Services agreement with Schneider Geospatial.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggini



PROFESSIONAL SERVICES AGREEMENT

9-6-2022

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 Street Muncie, Indiana 47305 ("CLIENT").

1 Services.

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

a) Document Access

PROFESSIONAL will add document access report module(s) on CLIENT's Beacon site which will link to pre-rendered PDF files generated by CLIENT for each document. The filename of each PDF file must match values in associated map feature attribute data in order to match documents with map features in Beacon.

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. Document Access

a. Annual Hosting: \$1,344

B. Payment Schedule

Year 1	October 1, 2022 – December 31, 2022: (Hosting: \$336-prorated)	\$336
Year 2	January 1, 2023 – December 31, 2023:	\$1,344

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 1/4% 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 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.

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

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

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 August 31, 2022.

PROFESSIONAL:
Schneider Geospatial, LLC
By: _____
Print: Jeff Corns, GISP
Title: President
Date: _____

CLIENT:
Delaware County, Indiana
By: [Signature]
Print: Sherry K. Gordon
Title: Pres Commissioner
Date: 9.6.22
S. HARRIS HENRY
[Signature]
09/06/22

E & B PAVING
CONTRACTORS AGREEMENT

Ms. Carrie Dye, Office Manager, presented the contractors agreement with E & B Paving for Creekwood Estates. The bid was received and approved at the Special Meeting held August 18, 2022.

Mr. Brooke had reviewed the agreement.

MOTION: Commissioner Henry made a motion to approve contractor's agreement with E & B Paving.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

Full signed agreement available in Auditors Office

9-6-2022

ORIGINAL

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 6th day of September, 2022 by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and E&B Paving, LLC ("Contractor"), for the project known as 2022-02 Road Paving Projects (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner;

MEMORANDUM OF UNDERSTANDING WITH MUNCIE SANITARY DEPARTMENT

Mr. John Barlow, Muncie Sanitary District Administrator and Mr. Stephen Brand, President of Muncie Sanitary District, presented the Memorandum of Understanding. The MOU is in regards to mutual benefits for log jams.

President Riggin said she believed that Ms. Angie Moyer and Mr. Tommy Humbert both were in agreement to this MOU.

Mr. Brooke had reviewed the MOU.

President Riggin said \$25,000 could be taken out of stormwater funds and then Ms. Moyer would pay remainder.

Mr. Brooke said there had been discussion about not having an annual fee, but to pay, per log jam, which has been revised in today's agreement.

Mr. Barlow said in the agreement there is a statement of "not to exceed" more than \$50,000. Disposal of debris last year was 60 tons, with the cost being just over \$30,000. High Street Bridge is the largest log jam with the others being fairly small. The smaller ones can be self-performed. These jams can create hydraulic scour which can damage the levee. Details are in the agreement.

MOTION: Commissioner King made a motion to approve Memorandum of Understanding with Muncie Sanitary department.

SECOND: Commissioner Henry asked that photos be sent, along with invoices, showing details on the specific job.

YEAS: Commissioner Henry, Commissioner King, President Riggin

Full signed agreement available in Auditors Office

9-16-2022

ORIGINAL

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of the 6 day of September, 2022, by and among the County of Delaware County Indiana Commissioners ("County"), and the Muncie Sanitary District ("MSD"),

RECITALS

WITNESSETH:

WHEREAS, MSD is required to maintain and operate the Muncie Flood Protection System ("levees"), built by the Army Corps of Engineers to protect the City of Muncie against flooding of the White River; and

WHEREAS, the Army Corps of Engineers inspects the Muncie Flood Protection System and reports to MSD any levee deficiencies that threaten the function of the levees;

WHEREAS, the City owns the property on which the levee was built except the transecting bridges; and

WHEREAS, the County owns the land at and near the bridges that are within and a part of the Muncie Flood Protection System; and

WHEREAS, high water river events collect drift and debris that form logjams at the bridges which poses a threat to the levees; and

WHEREAS, the Army Corps of Engineers Muncie Flood Protection System operations manual requires the removal of drift and logjams; and

WHEREAS, it is the County's responsibility as the owner and operator of the bridges to remove the logjams; and

WHEREAS, The County does not have the capacity to respond to the logjams and effect their removal in a timely manner; and

WHEREAS, MSD does have the resources to remove drift and logjams at the County Bridges within the Muncie Flood Protection System; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

HUMANA MEDICARE EMPLOYER PLAN

Ms. Pam McCammon, Human Resource Director, presented the Humana Medicare employer plan for retirees. This is supplemental insurance.

MOTION: Commissioner Henry made a motion to approve Humana Medicare employer plan.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

Full signed agreement available in Auditors Office

Commissioner minutes September 6, 2022

9-16-2022
ORIGINAL



Humana Medicare Employer Plan
LPPQ Premium Information

DELAWARE COUNTY GOVERNMENT - AO - PPO

Date: 8/22/2022
Plan Year: January 1, 2023 through December 31, 2023
Plan Names: Humana Medicare Employer Sponsored Plan
Refer to Offering Package for Benefit Information
Rx Formulary: Group Plus Formulary - 23800

LPPQ Market Rate

FL - GULF COAST, FL - LPPQ	\$0.00	Per Member Per Month
IN - CENTRAL INDIANA - LPPQ	\$0.00	Per Member Per Month
IN - NORTHERN INDIANA - LPPQ	\$37.00	Per Member Per Month
IN - SOUTHERN INDIANA - LPPQ	\$0.00	Per Member Per Month
OH - FINDLAY - LPPQ	\$0.00	Per Member Per Month

***Please refer to the summary of benefits for complete coverage details as 2023 pharmacy and medical benefits may differ from 2022.

STEELE BENEFIT SERVICES

Ms. McCammon said portals are currently being changed, in which all insurances of new hires is going through one portal with Steele Benefit Services. Steele offers other benefits. Ms. McCammon is interested in digital engagement and employee contra communications. This involves text messages instead of email. People are not responding to emails. The cost is \$10,728 a year.

Mr. Brooke had reviewed the agreement.

MOTION: Commissioner Henry made a motion to approve Steel Benefit Services.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

Full signed agreement available in Auditors Office



Steele will provide the following benefits engagement, enrollment, and administration services:

Benefits Technology

- BenSelect software for benefits enrollment and administration
- Data clean up, setup consulting, system builds, testing, data feeds, billing, and reporting
- User training and issue resolution

Employee Engagement

- Digital Engagement including audience builder, directed messaging, automated messaging, and Engage app
- Postcard custom design and distribution for open enrollment promotion
- Two-minute custom video design and distribution promoting open enrollment dates and process

Employee Services

- Self-service employee enrollment site
- On-site and/or call center 1x1 employee enrollment during open enrollment
- Call center 1x1 enrollment for new hires year-round
- Assistance with escalated claims inquiries for voluntary insurance benefits

Affordable Care Act Services

- Production and filing of ACA reporting forms
- ACA forms corrections and re-filing
- Mailing fulfillment of ACA forms to employees
- Hours measurement and reporting for full-time status determination
- One-time production and filing of ACA reporting forms retroactive to previous period



Project Plan

Details for the project plan are as follows:

Overall

- Customer Success Manager will lead implementation of benefits administration system
- Requested contract start date: January 1, 2023
- Duration of contract: 24 Months
- Project funding type: Fees
- Conditional requirement 1:
- Conditional requirement 2:

Technology

- Licensing preferences indicated are:
- Carrier license
 - Independent Steele license
- License for benefits administration system:

Employee Support

- Employee support services are funded by:
- Bill to employer
 - Commission from voluntary and/or worksite products
- Enrollment preferences, open enrollment, year one: Self-enrollment and on-site enrollment
 - Enrollment preferences, new hires: Self enrollment only
 - Enrollment preferences, open enrollment, year two+: Self-enrollment and on-site enrollment
 - Call Center hours, open enrollment: Not Available
 - Call Center hours, year-round: Not Available
 - Requested language support: English Only

Worksite Products

- Benefits available year one include:
- Benefits added year two include:
- Benefits for later consideration include:

4th AMENDED AMERICAN RESCUE PLAN

Mr. Brooke presented the 4th amended American Rescue Plan.

MOTION: Commissioner Henry made a motion to approve 4th amended American Rescue Plan.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggini

4th amended American Rescue Plan is located at www.co.delaware.in.us

UNITED CONSULTING
BELL ROAD PROFESSIONAL SERVICES AGREEMENT
SHELL BUILDING

Mr. Brooke presented both United Consulting agreements.

Mr. Brad Bookout, Director of Economic Development, said changes regarding the signature lines have been made and asked that both agreements be approved.

MOTION: Commissioner Henry made a motion to approve both United Consulting agreements.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggini

Full signed agreements available in Auditors Office

SUPERVISING HOSPITAL AGREEMENT BETWEEN IU BALL MEMORIAL HEALTH & DELAWARE COUNTY EMS

Mr. Mike Ashley, EMS Director, presented the Supervising Hospital agreement between IU Ball and Delaware County EMS.

MOTION: Commissioner Henry made a motion to approve the Supervising Hospital agreement between Ball Memorial Health and Delaware County EMS.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggini

Full signed agreements available in Auditors Office

9.6.2022 ORIGINAL

**SUPERVISING HOSPITAL AGREEMENT
BETWEEN
INDIANA UNIVERISTY HEALTH BALL MEMORIAL HOSPITAL, INC.
AND
DELAWARE COUNTY EMERGENCY MEDICAL SERVICES**

THIS SUPERVISING HOSPITAL AGREEMENT ("Agreement") is entered into by and between **Ball Indiana University Health Ball Memorial Hospital, Inc.** ("IU Health-Ball"), an Indiana nonprofit corporation, of 2401 West University Avenue, Muncie, Indiana 47303, and **Delaware County Emergency Medical Services, State Certification Number: 0234** ("EMS"), of 401 East Jackson Street, Muncie, Indiana 47305.

RECITALS

WHEREAS, IU Health-Ball is an acute care hospital located in Muncie, Indiana, and is part of an integrated health care delivery system organized by Indiana University Health, Inc. ("IU Health"), to provide comprehensive health care services to the citizens of the State of Indiana;

WHEREAS, IU Health-Ball operates an Emergency Department open and staffed by at least one physician twenty-four (24) hours per day, seven (7) days per week;

WHEREAS, IU Health-Ball employs or obtains under contract a physician medical director board certified in emergency medicine who is qualified to provide certain medical direction and oversight;

WHEREAS, EMS is an emergency medical service provider furnishing ambulance services in the State of Indiana;

WHEREAS, IU Health-Ball has assessed community needs and determined that serving as supervising and sponsoring hospital for EMS will enhance quality patient care and improve access to health care in furtherance of IU Health-Ball's charitable purposes; and

WHEREAS, IU Health-Ball and EMS seek to create a contractual relationship pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the parties intending to be legally bound, do hereby agree as follows:

1. RESPONSIBILITIES OF IU HEALTH-BALL

1.1 IU Health-Ball agrees to serve as a supervising hospital for EMS as defined by the Indiana Emergency Medical Services Commission ("Commission"), as may be amended from time to time.

1.2 IU Health-Ball shall provide EMS the supervising hospital services as identified on Exhibit A attached hereto (hereinafter referred to herein as "Services").

1.3 The Services provided by IU Health-Ball under this Agreement shall be provided in accordance with IU Health-Ball's policies and procedures, the guidelines promulgated by Center for Medicare and Medicaid Services (CMS), the Indiana State Department of Health (ISDH), the Commission and other applicable laws, rules, regulations and standards.

ORDINANCES
AN ORDINANCE TO AMEND THE DELAWARE COUNTY CODE
FOR THE PURPOSE OF CONTROLLING UNWANTED AND EXCESSIVE NOISE IN DELAWARE COUNTY
ORDINANCE 2022-022

Commissioner Henry presented the Excessive Noise Ordinance, Ordinance 2022-022. Decibel Meters can be purchased. Ordinance 2022-022 can be reviewed at www.co.delaware.in.us

President Riggin asked about the penalty, section 4.

Mr. Brooke said he left this intentionally blank for further discussion and review of the ordinance. This ordinance was based from five jurisdictions, however, their numbers were all over the board. There was not a consistent policy on any jurisdiction. Mr. Brooke said there is a constant problem with dogs and the excessive barking.

Commissioner King said there is a situation in Daleville, Indiana in which a citizen tries to keep the crows away by using something that sounds like a cannon. The neighbors' windows shake and the police have made calls to the location.

Commissioner Henry said decibel meters can range from \$20 to \$150.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2022-022, An Ordinance to Amend the Delaware County Code for Purpose of Controlling Unwanted and Excessive Noise in Delaware County for further discussion.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

Ordinance was placed on www.co.delaware.in.us for review

Mr. Brooke will send ordinance to Sheriff Skinner for review.

DEPARTMENT HEADS AND ELECTED OFFICIALS

*Ms. Molly Hunt, Purdue Extension Director, provided the Commissioners with staffing updates. Ms. Kyli Penrod, Interim 4-H Educator.

**Ms. Ginger Brown, Human Resource Assistant, said they have researched expanding benefit offerings for employees of Delaware County. A program with no cost to the employee or employer, being able to choose what "you" are looking for plus many discounts for many different cities and states such as airfare, hotels, amusement parks etc. A flyer and code will be sent to all employees.

President Riggin asked that IT Director, Mr. Jim Flook review this to make sure it is not a scam.

Commissioner Henry and Commissioner King are good with the recommendation from Ms. Brown.

MOTION: Commissioner Henry made a motion to approve for Ms. Brown to provide information to employees.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

***Mr. Tommy Goul, Veteran Director, said supplies were donated from residents of Delaware County and driven down to Kentucky. The floodwaters of Kentucky have been devastating/heartbreaking to the area. This was a huge success and Mr. Goul said Delaware County made a huge difference. Mr. Goul said the residents were very thankful. Mr. Goul thanked all who volunteered their services and supplies.

****Mr. Scott Alexander, Council President said Council requested on August 23, 2022, that he come before the Commissioners to ask about paying for audio and video of budget hearings. There are concerns from Mr. Alexander and Commissioners regarding this request.

Commissioner Henry said he thought more about recording the budget hearings. Commissioner Henry said it seems that the Commissioners are told constantly that they need to be more transparent. Commissioner Henry said he agrees to be transparent but he does not agree that it has to be live on Facebook. The door is open for any/all meetings and for budget hearings. Budget hearings may be for 10 to 12-13 hours which could cost \$3,000 or \$4,000.

Mr. Alexander said he does not disagree.

Commissioner King said the Commissioners are used to getting bashed by people that live elsewhere or sit in their basement. Commissioner King said he did not like the position that they were placed in about recording and paying for the Budget hearings.

Mr. Alexander said Council did not consider what the cost would be, "I agree it is unfair".

Commissioner King said he is used to things that happen and what people say regarding the work that the Commissioners do. Forty hours is what Commissioner King would agree to record and then Council should find the money. Commissioner King wants to build the community up and he spends a lot of time doing this.

Commissioner Henry said going from A-Z is a determining factor of the Budget hearings.

Discussion continued regarding if the council budget should be recorded and the cost.
<https://www.youtube.com/watch?v=ZndftHxN8ZM>

WEIGHTS AND MEASURERS

Mr. Jeff Brandon, Weights and Measures, said he is just at the beginning process of looking for a truck for the department. Mr. Brandon also is looking into new gas pumps at the Delaware County Highway.

Mr. Steve Foster, Building Superintendent, updated Commissioners regarding the Justice Center. He worked many hours over the week-end due to problems that occurred.

PAYMENT OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$2,079,179.88 and ARP claims in the amount of \$239,431.21.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riffin

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION
NONE

President Riffin said TEENWORKS is a program that works with youth providing skills for teens to develop in the workforce. A golf outing will be held on September 16, 2022 to raise money for the program.

Mr. Brooke said Facebook comments were regarding noise ordinance exemptions, information about Decibel Meters and recording the Budget hearings.

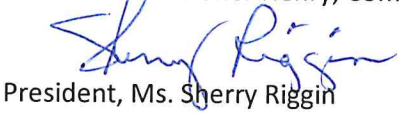
Dr. Lynn Witty announced that Red Ribbon breakfast will be held October 25, 2022 at Cornerstone.

RECESS

MOTION: Commissioner King made a motion to recess.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riffin



President, Ms. Sherry Riffin



Vice President, Mr. Shannon Henry



Member, Mr. James King



Mr. Steven G Craycraft