ORIGINAL

DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, FEBRUARY 6, 2023 @ 9:04 A.M.
COMMISSIONERS' COURTROOM
100 W. MAIN ST. ROOM 309A
CALL TO ORDER
PLEDGE TO FLAG
WELCOME
MOMENT OF SILENCE FOR MS. MARTA MOODY

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

ROLL CALL
Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggin
Mr. John Brooke, County Attorney
Mr. Ed Carroll, Auditor
Ms. Denise Smith, Recording Secretary

APPOINTMENT(S):
EXECUTIVE ASSISTANT/OFFICE MANAGER-MS. SARA HODGES

MOTION: Commissioner Riggin made a motion to appoint Ms. Sara Hodges as the Commissioners Executive Assistant.
SECOND: Commissioner King
YEAS: Commissioner King, Commissioner Riggin, President Henry

CENTRAL INDIANA REGIONAL PLANNING DISTRICT

MOTION: Commissioner Riggin made a motion to appoint Ms. Jessica Piper and Mr. James King to Central Indiana Regional Planning District.
SECOND: Commissioner King
YEAS: Commissioner King, Commissioner Riggin, President Henry

APPROVAL OF MINUTES:

MOTION: Commissioner King made a motion to approve January 17, 2023 Commissioner minutes.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin, President Henry

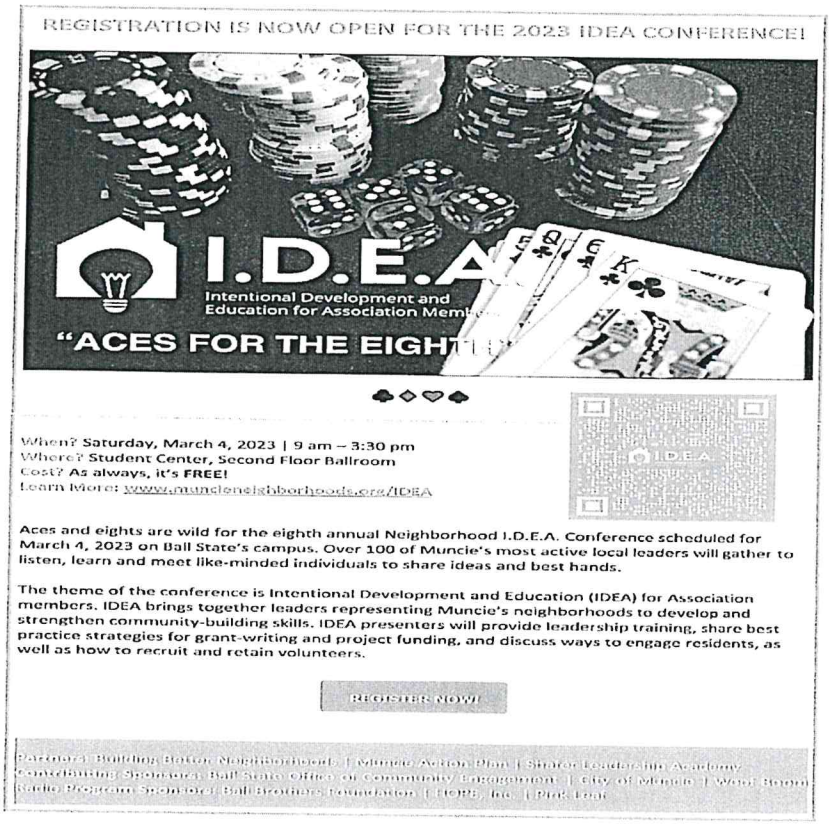
PRESENTATIONS

Ms. Linda Johnson, Development Coordinator, Guardian Advocates, Inc. came before the Commissioners. Ms. Johnson said this is an Indiana Supreme Program and a sister program to CASA but for adults. This is a non-profit organization. Ms. Johnson is asking for a donation for 2023 of $10,000 from Delaware County. Delaware County has three volunteers, however, Ms. Johnson said they are always needing more volunteers. Ms. Johnson thanked the Commissioners for their support last year.

Commissioner King said Delaware County would not mind giving another $10,000, however, at this time the Commissioners would like to wait until the new Executive Assistant starts her position to see exactly where they are with money.

President Henry said it would be June 2023 before they would know the amount that Delaware County could give.

Mr. Mitch Issacs, Assessment of County Neighborhoods-Shafer Leadership Academy and Ms. Heather Williams, Building Neighborhoods, Ball State University, spoke about building better neighborhoods in Muncie, Indiana. The eighth annual Neighborhood I.D.E.A. will be held March 4, 2023 at the Student Center (see attached flyer).



CONTRACTS OR AGREEMENTS FOR APPROVAL

Mr. John Brooke, County Attorney, opened bids for materials from Ag Best, IMI, Asphalt Materials, E & B Paving.
MOTION: Commissioner King made a motion to take bids under advisement to allow Ms. Angie Moyer, Project Manager, to review bids.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin, President Henry

2023-01 ROAD PAVING PROJECTS-CCMG AWARD-COMMUNITY CROSSING GRANT

Mr. Brooke opened bids.
MOTION: Commissioner King made a motion to take bids under advisement to allow Ms. Moyer to review bids received.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin, President Henry
See bid tabulations and proof of publications

BID TABULATION SHEET

DELAWARE COUNTY - 2023-01 ROAD PAVING PROJECTS

				1ST BROOKS CONSTRUCTION		E& B PAVING	
Item	Item Description	Plan Quantity	Units	Unit Price	Amount	Unit Price	Amount
WALNUT STREET BETWEEN CR 900 N TO EATON-WHEELING PIKE							
1	MOB & DEMOB	1.00	LS	$ 12445.35	$ 12,445.35	$6,150.00	$ 6,150.00
2	CLEAN & PREP	23,052.00	SYS	$ 0.02	$ 461.04	$ 0.30	$ 6,915.60
3	APPROACH, TRANSITION BUTT MILLING	160.00	SYS	$ 22.00	$ 3,520.00	$ 10.00	$ 1,600.00
4	19 mm, Type B - WEDGE AND LEVEL, 2" 220#	2,540.00	TON	$ 65.00	$ 165,100.00	$ 69.00	$ 175,260.00
5	9.5 mm, Type B - HMA FOR SURFACE 1.5" 165#	1,905.00	TON	$ 75.00	$ 142,875.00	$ 81.00	$ 154,305.00
6	9.5 mm, Type B - APPROACHES	60.00	TON	$ 175.00	$ 10,500.00	$ 120.00	$ 7,200.00
7	STONE SHOULDER 2" WIDE	695.00	TON	$ 30.00	$ 20,850.00	$ 60.00	$ 41,700.00
8	ASPHALT FOR TACK COAT	3,700.00	GAL	$ 2.85	$ 10,545.00	$ 3.00	$ 11,100.00
9	PAINT, WHITE 4"	18,570.00	LFT	$ 0.20	$ 3,714.00	$ 0.20	$ 3,714.00
10	PAINT, YELLOW 4"	6,707.00	LFT	$ 0.23	$ 1,542.61	$ 0.23	$ 1,542.61
11	VRAM	9,450.00	LFT	$ 3.00	$ 28,350.00	$ 1.50	$ 14,175.00
12	MAINTENANCE OF TRAFFIC	1.00	LS	$5,000.00	$ 5,000.00	$1,400.00	$ 1,400.00
				TOTAL COST	$ 404,903.00	TOTAL COST	$ 425,062.21

BID TABULATION SHEET

DELAWARE COUNTY - 2023-01 ROAD PAVING PROJECTS

				1ST BROOKS CONSTRUCTION		E& B PAVING	
Item	Item Description	Plan Quantity	Units	Unit Price	Amount	Unit Price	Amount
BLACK CEMETERY ROAD BETWEEN SR 28/SR 67 TO GREGORY ROAD				1ST BROOKS CONSTRUCTION		E&B PAVING	
1	MOB & DEMOB	1.00	LS	$13,396.00	$ 13,396.00	$6,000.00	$ 6,000.00
2	CLEAN & PREP	20,060.00	SYS	$ 0.03	$ 601.80	$ 0.30	$ 6,018.00
3	APPROACH, TRANSITION BUTT MILLING	160.00	SYS	$ 22.00	$ 3,520.00	$ 10.00	$ 1,600.00
4	19 mm, Type B - WEDGE AND LEVEL, 2" 220#	2,145.00	TON	$ 65.00	$ 139,425.00	$ 69.00	$ 148,005.00
5	9.5 mm, Type B - HMA FOR SURFACE 1.5" 165#	1,610.00	TON	$ 75.00	$ 120,750.00	$ 81.00	$ 130,410.00
6	9.5 mm, Type B - APPROACHES	100.00	TON	$115.00	$ 11,500.00	$120.00	$ 12,000.00
7	STONE SHOULDER 2" WIDE	620.00	TON	$30.00	$ 18,600.00	$60.00	$ 37,200.00
8	ASPHALT FOR TACK COAT	3,210.00	GAL	$2.80	$ 8,988.00	$3.00	$ 9,630.00
9	PAINT, YELLOW 4"	11,690.00	LFT	$0.23	$ 2,688.70	$0.23	$ 2,688.70
10	VRAM	8,350.00	LFT	$2.75	$ 22,962.50	$1.50	$ 12,525.00
11	MAINTENANCE OF TRAFFIC	1.00	LS	$4,250.00	$ 4,250.00	$1,300.00	$ 1,300.00
				TOTAL COST	$ 346,682.00	TOTAL COST	$ 367,376.70

PUBLIC NOTICE TO BIDDERS

NOTICE is hereby given that the Board of County Commissioners of Delaware County, Indiana, will receive sealed bids until the hour of 12:00 P.M., Friday, February 03, 2023, local time at the office of the Delaware County Auditor in the Delaware County Building, 100 West Main Street, Room 103, Muncie, Indiana, 47305 for the furnishing and delivering of materials, supplies and services necessary for the maintenance, construction and reconstruction of county roads and bridges. (The office hours of the County Building are Monday - Friday, 8:30am - 4:00pm). Bids will then be publicly opened and read aloud at the Board of Commissioners' Meeting beginning at 9:00 A.M. on Monday, February 06, 2023. Any bid received after the above-designated time will be returned unopened.

All bids shall be submitted in duplicate and have bid title and item number clearly marked on the outside face of the envelope. Bid must be submitted on Form 95. Each bidder shall accompany his bid with a bidder's bond or certified check for not less than $500.00 (Five Hundred Dollars).

Bidders shall have the right to increase the contract unit price(s) in the amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted (hereinafter referred to as "base date") to the Board of Commissioner's. Any increase or decrease in the bidder's cost of materials and supplies after the base date shall be determined monthly, and shall be verified by proper documents furnished to the Board of Commissioners through the County Engineering Department and shall include proof of price to the bidder from the bidder's source of supply.

Bidder MUST state on their bid if said bid is subject to the above-described escalator clause. Bids submitted without such declaration will be considered firm for the year 2023 through the end of March 31, 2024. Bids will be honored with regard to location and according to availability of materials and according to county needs.

Detailed specifications for the following items are on file in the Delaware County Engineering Department, located at 7700 East Jackson Street, Muncie, IN.

1. A. Asphalt Mixes, various INDOT conforming types, FOB Plant	40,000 tons or less
2. A. Crushed stone or sand, various INDOT conforming gradations	30,000 tons or less
B. Transportation bids for Maintenance crushed stone or sand	per ton-mile
3. A. Unleaded gasoline, Eighty-seven (87) Octane	50,000 gallons or less
B. Blended Diesel Fuel	50,000 gallons or less
C. No. 2 Diesel Fuel	50,000 gallons or less
D. Biodiesel Blended Fuel, 20 % Biodiesel (B20)	50,000 gallons or less

No bidder may withdraw his or her bid for a period of sixty (60) days after the opening of bids. The Board of County Commissioners reserves the right to reject any and all bids and to waive any informalities in bidding.

If you have any questions contact, Tommie Humbert, Highway Superintendent, 765-747-7818.

By order of the Commissioners of Delaware County through Angela Moyer, Project Director.

MNI - 1/20, 1/27/2023 - 0005562564 hspaxlp

PUBLIC NOTICE TO BIDDERS

Notice is hereby given that the Board of Commissioners of Delaware County, Indiana, hereinafter referred to as the OWNER, will receive sealed bids through the Delaware County Auditor, 100 West Main Street, Room 103, Muncie, IN 47305 until Friday, February 3, 2023 at 12:00 pm E.S.T, for the following:

2023-01 Road Paving Projects
Walnut Street between CR 900 North and Eaton-Wheeling Pike
Black Cemetery Road between SR28/67 and Gregory Road
CR 550 East between Gregory Road and Eaton-Albany Pike
CR 800 West between SR 67 to CR 700 South
Proctor Road between CR 350 South and CR 400 South
In Delaware County, Indiana.

Bids will be publicly opened and read aloud at approximately 9:00 am E.S.T on Monday,
February 6, 2023 during the Commissioner's meeting in the County Commissioner's Court Room 309A, Delaware County Building, 100 W Main Street, Muncie, IN. Bids received after 12:00 pm E.S.T. on Friday, February 3, 2023 will be returned unopened. Bids received by facsimile machine or email will not be accepted.

Construction shall be in accordance with the specifications which are available with the County Engineering Department. Said documents may be examined by prospective bidders at the following location:

Delaware County Engineering Department
7700 East Jackson Street
Muncie, Indiana 47302
Monday-Friday 7:00am-3:00pm

Bid Documents: All bids shall be accompanied by (1) completed Itemized Proposal, (2) completed Form 96 with required attachments, (3) Non-discrimination affidavit as required by the laws of the State of Indiana, (4) Bid security, as described below, and (5) Other bidding documents as described in the instructions to bidders.

Bid Security: Bid Security in the amount of five percent (5%) of the Bid shall accompany each Bid. Bid Security may be in the form of a Bid Bond, certified check or cashier's check. If the Bidder withdraws a bid within sixty (60) days after the opening date, without consent of the Owner or fails to execute a satisfactory contract within ten (10) days after notice of acceptance, the Owner may declare the Bid deposit forfeited as liquidated damages.

Bonds: The successful Bidder will be required to furnish Performance and Payment Bonds for 100% of the Contract Sum.

The Owner reserves the right to accept or reject any Bid and to waive any irregularities in the bidding. All bids may be held for a period not to exceed 60 days, or as otherwise stated in the Contract Documents before awarding the contract.

Delaware County is an Equal Opportunity Employer in accordance with I.C. 22-9-1-10 and shall not permit discrimination against any employee or applicant for employment to be employed in the performance of the contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

If you have any questions, contact Troy Landers or Tommie Humbert, 765-747-7818.

By order of the Commissioners of Delaware County through Angela Moyer Project Director.
MNI - 1/20, 1/27/2023 - 0005562776 hspaxlp

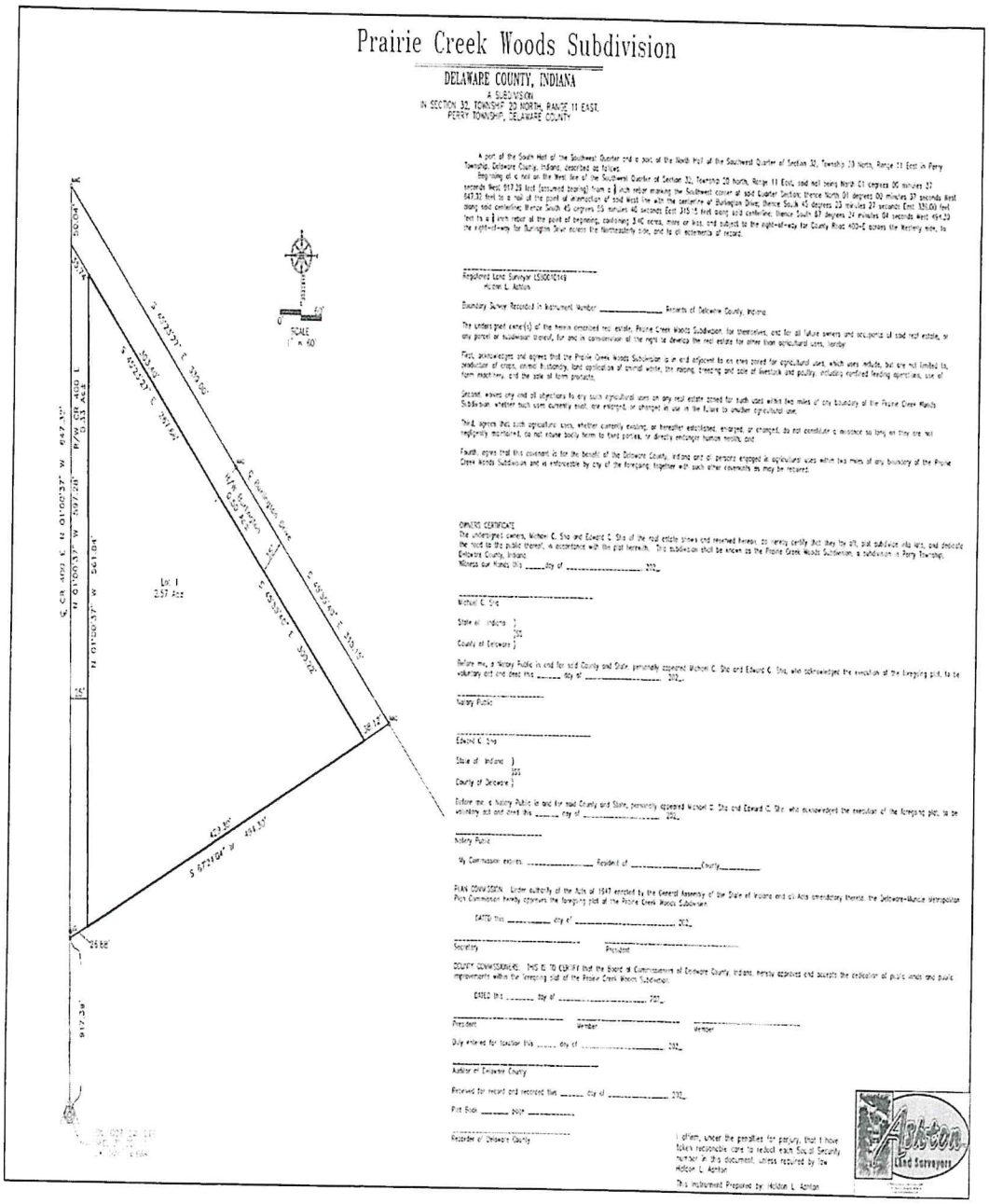
PRAIRIE CREEK WOODS

Ms. Kathy Vannice, Ashland Land Surveyor, presented the plat for Prairie Creek Woods. This has gone through the Planning Commission approval and now the right of way needs to be dedicated.

MOTION: Commissioner Riggin made a motion to approve/adopt the presented plat for Prairie Creek Woods.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry



Commissioners meeting held February 6, 2023

GRANT AGREEMENT INDIANA DEPARTMENT OF HEALTH GRANT CONTRACT #59193

President Henry presented the Indiana Department of Health grant. The grant is $440,000 for 2023 and $440,000 for 2024. The grant is between local school corporations and the health department for healthcare.

MOTION: Commissioner King made a motion to approve Indiana Department of Health grant for $440,000 for 2023 $440,000 for 2024.

SECOND: Commissioner Riggin

Mr. Brooke reviewed the Indiana Department of Health grant agreement.

YEAS: Commissioner King, Commissioner Riggin, President Henry

Full signed agreement available in Auditor's office

DocuSign Envelope ID: 9BAD5160-BF8B-4C43-8CE8-CF8D365269BA

2·6·2023

ORIGINAL

GRANT AGREEMENT

Contract #00000000000000000000059193

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **DELAWARE COUNTY HEALTH DEPARTMENT** (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 **$440,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A** and **B** of this Grant Agreement, which are 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 § 16-19-3-1** 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:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA): Workforce Development CoAg

CFDA # 93.354

If State Funds: Program Title _____

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. 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.

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.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **weekly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **July 01, 2021** and shall remain in effect through **June 30, 2022**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

Page 1 of 17

MEMORANDUM OF UNDERSTANDING
BETWEEN
YORKTOWN COMMUNITY SCHOOLS AND DELAWARE COUNTY HEALTH DEPARTMENT

President Henry presented the Memorandum of Understanding. This will be focused on mental health and suicide prevention.

MOTION: Commissioner Riggin made a motion to approve Memorandum of Understanding between Yorktown Community Schools and Delaware County Health department.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

Memorandum of Understanding

2.6.2023

ORIGINAL

Memorandum of Understanding

Between

Yorktown Community Schools

and

Delaware County Health Department

This Memorandum of Understanding (MOU) sets for the terms and understanding between Yorktown Community Schools and the Delaware County Health Department in regards to the Crisis Cooperative Agreement Supplemental Workforce in Schools Grant from the Indiana State Department of Health.

Purpose

This MOU will serve as an agreement that funds dispensed to Yorktown Community Schools Crisis Cooperative Agreement Supplemental Workforce in Schools Grant from the will be spent on items approved by the Delaware County Health Department. The award to Yorktown Community Schools from this grant is up to $100,000 spent on deliverables outlined by the grant and approved by the Delaware County Health Department.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the Delaware County Health Department and Yorktown Community Schools. This MOU shall become effective upon signature by the authorized officials from the Delaware County Health Department and Yorktown Community Schools and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the Delaware County Health Department and Yorktown Community Schools this MOU shall end on 12/31/2023.

Contact Information

Yorktown Community Schools
Dr. Greg Hinshaw
Superintendent
2311 S. Broadway St.
Yorktown, IN 47396
765-759-2720 Phone
765-759-7894 Fax

Delaware County Health Department
Jammie Bane
Administrator
125 N. Mulberry St.
Muncie, IN 47305
765-747-7721 Phone
765-747-7747 Fax

Gregory P. Hinshaw Date: 2-9-23
(Partner signature)
(Partner name, organization, position)

J Bane Date: 02/09/2023
(Partner signature)
(Partner name, organization, position)

Chairman

APPLICATION FOR VARIANCE

Mr. Brad Bookout, Economic Development, presented the variance request for the spur, proposed agreement and lease for railcars (3 agreements). Mr. Bookout asked for approval so the next steps can be taken.

Mr. Brooke has reviewed all agreements.

MOTION: Commissioner King made a motion to approve the variance, lease agreement and the letter provided.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin, President Henry

2.6.2023

ORIGINAL

SRM CONCRETE

February 6, 2023

Bradley Bookout
Director of Municipal & Economic Affairs
Delaware County, Indiana
ECI Regional Planning District
1208 W. White River Blvd.
Suite #136
Muncie, Indiana, USA 47303

Re: Rail Car Storage

Dear Mr. Bookout:

This letter is provided in connection with that proposed Lease Agreement with Purchase Option to be entered into by and between The Board of Commissioners of Delaware County, IN (the "Board of Commissioners"), as Lessor, and Smyrna Ready Mix Concrete, LLC ("SRM"), as Tenant (the "Proposed Lease"). Until such time as the Proposed Lease is fully executed and has commenced according to its terms, SRM hereby requests that the Board of Commissioners permit SRM to store up to fifty (50) rail cars (each being a "Rail Car" and collectively the "Rail Cars") on the rail spur property, which includes the following parcels (the "Property"):

Parcel No. 18-10-06-200-012.000-014;
Parcel No. 18-10-06-200-013.000-014;
Parcel No. 18-10-06-200-011.000-014;
Parcel No. 18-10-06-300-014.000-014;
Parcel No. 18-10-05-100-015.000-014;
Parcel No. 18-10-05-100-016.000-014;
Parcel No. 18-10-05-100-017.000-014;
Parcel No. 18-06-32-300-023.600-008;
Parcel No. 18-06-32-300-024.000-008; and
Parcel No. 18-06-32-400-016.000-008.

In consideration of the Board of Commissioners agreement to allow for the storage of the Rail Cars on the Property, SRM will pay to the Board of Commissioners the sum of Four Dollars ($4.00) per Rail Car per day, which shall be paid on the first day of each subsequent month for so long as the Rail Cars are stored on the Property or until the commencement of the Lease. Except as provided to the contrary herein, SRM agrees to be bound by all of the terms and conditions set forth in the Lease in regard to its storage of the Rail Cars on the Property. In the event of a termination of the Lease for any reason, this Rail Car Storage Agreement shall also terminate, and SRM shall remove the Rail Cars within thirty (30) days following such termination.

If the terms set forth herein are agreeable to the Board of Commissioners, please indicate such agreement by executing this letter below and delivering a countersigned copy to us.

1000 Hollingshead Circle • Murfreesboro, TN 37129 • www.smyrnareadymix.com
OFFICE (615) 355-1028 • FAX (615) 242-3064

Sincerely,
SMYRNA READY MIX CONCRETE, LLC

J.D. Kious
General Counsel

ACKNOWLEDGED AND AGREED:

BOARD OF COMMISSIONERS,
DELAWARE COUNTY, INDIANA

By: _____
Name: STANTON HENLEY
Title: COMMISSIONER
Date: 02/06/2023

AUDITOR

2.6.2023

ORIGINAL

LEASE AGREEMENT
WITH PURCHASE OPTION

This Lease Agreement (hereinafter referred to as "Lease") is made this 6 day of February 2023 (the "Effective Date"), between The Board of Commissioners of Delaware County, Indiana (hereinafter referred to as "Lessor") and Smyrna Ready Mix Concrete, LLC, a Tennessee limited liability company (hereinafter referred to as "Tenant"), pursuant to the following terms and conditions:

1. Leased Property. The Lessor agrees to lease to Tenant and the Tenant agrees to lease from Lessor that certain real estate located in various parcels in Mt. Pleasant Township, all in Delaware County, Indiana, which parcels are identified as follows (collectively the "Property"):

(a) Parcel No. 18-10-06-200-012.000-014;
(b) Parcel No. 18-10-06-200-013.000-014;
(c) Parcel No. 18-10-06-200-011.000-014;
(d) Parcel No. 18-10-06-300-014.000-014;
(e) Parcel No. 18-10-05-100-015.000-014;
(f) Parcel No. 18-10-05-100-016.000-014;
(g) Parcel No. 18-10-05-100-017.000-014;
(h) Parcel No. 18-06-32-300-023.600-008;
(i) Parcel No. 18-06-32-300-024.000-008; and
(j) Parcel No. 18-06-32-400-016.000-008.

2. Terms of Lease. The Property is leased for a term, commencing on the Commencement Date (as hereinafter defined), and terminating seven (7) years thereafter (the "Initial Term"). In the event the Tenant does not exercise the Purchase Option at the end of the Initial Term as provided for in Paragraph 13 below, this Lease shall automatically renew, upon the same terms and conditions set forth in this Lease, for successive one (1) year periods (each a "Renewal Term"; the Initial Term and each Renewal Term shall collectively be known as the "Term") unless otherwise terminated by the Tenant by providing the Lessor no less than thirty (30) days' prior written notice before the end of the then current term, of its election to terminate the Lease. The "Commencement Date" shall be the date in which the following conditions have been met:

(i) Tenant shall have received all required approvals from all required governmental authorities and shall have obtained proper zoning for Tenant's intended use of the Property; and

(ii) Tenant shall have provided written notice to Lessor of its intent to commence the Term of this Lease.

At any time prior to the Commencement Date, Tenant may terminate this Lease for any reason by providing written notice to Lessor, at which point this Lease shall terminate and neither party shall have any further right or obligation under this Lease.

3. Rent. The Rent of the Property shall be paid at the annual rate of Two Hundred Eighty-One Thousand Four Hundred Twenty-Nine Dollars and no cents ($281,429.00), due and payable on the

2.26.2023

ORIGINAL

Town of Yorktown Indiana

Board of Zoning Appeals Application for Variance of Administrative Decision

Applicant(s) Name: Board of Commissioners of Delaware County

Address of Applicant: 100 West Main Street, Muncie, Indiana 47305

I (we) respectfully request that a determination be made by the Board of Appeals regarding the following issue(s):

Exception ☑ Variance ☑

This request is based upon the Town of Yorktown Ordinance Section: Article 3 Paragraph. 3.27 & 3.28

The premises affected is located at: N. Priority Way, Yorktown; Parcel#18-10-06-300-014.000-014

And is currently zoned: Limited Industrial

- Property description attached: ☑ Yes ☐ No
- Plot plan attached: ☑ Yes ☐ No
- Site plan attached: ☑ Yes ☐ No

If no, explain:

To the best of your knowledge, has as any previous application to Board of Zoning Appeals been filed in connection with those premises? ☐ Yes ☑ No
When? _____

How is the applicant's interest in the appeal affected? Owner seeking height variance and special exception use for storage tanks (nonhazardous). Buyer will also rent rail spur from Owner.

What is the approximately cost of work involved? $ 9,500,000.00

Explanation of modification to property: Owner will be selling to Smyrna Ready Mix for the purpose of constructing a rail car and trucking terminal for storing and distributing cement from a silo shaped bin that will be 135' above grade. Small prefabricated office will be constructed to the south for employees.

By signing below, I state that I am of sound mind and that the information contained in this application is truthful to the best of my knowledge. I also understand that if this appeal involves construction work of any type, the work shall commence within 120 days of the approval or this appeal becomes null and void.

(Signature of Applicant)

Dated at Yorktown Indiana this 31 day of January, 2023

President

VARIANCE
OWNER AFFIDAVIT
TOWN OF YORKTOWN

I, President Henry, the undersigned, being duly sworn, depose, and say that I am the owners of the majority of the property described and which is the subject matter of the proposed application; that all answers to the questions in this application, and all drawings, data, and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before the application process can be started; and if I am not the owner of the property, I have attached a notarized authorization from the owner(s) to submit this application.

State of INDIANA

County of Delaware County

The foregoing instrument was acknowledged before me this 6th day of Feb., 2023., by Shannon Henry who has personally appeared before me.

(Signature of Applicant)

(Notary Public)

100 W. Main St. Room 309
(Address)

John H. Brooke
(Printed Name Notary Public)

Muncie, IN 47305

3-23-27
(Commission Expires)

765-747-7730
(Telephone)

(Seal)

Board of Commissioner of Delaware Co.
100 W. Main Street, Room 309
Muncie, IN 47305-2827

Jones Cemetery Association
3901 W. Allen Court
Muncie, IN 47304

Steve L. Maines
3410 W. Fox Ridge Lane
Muncie, IN 47304-5803

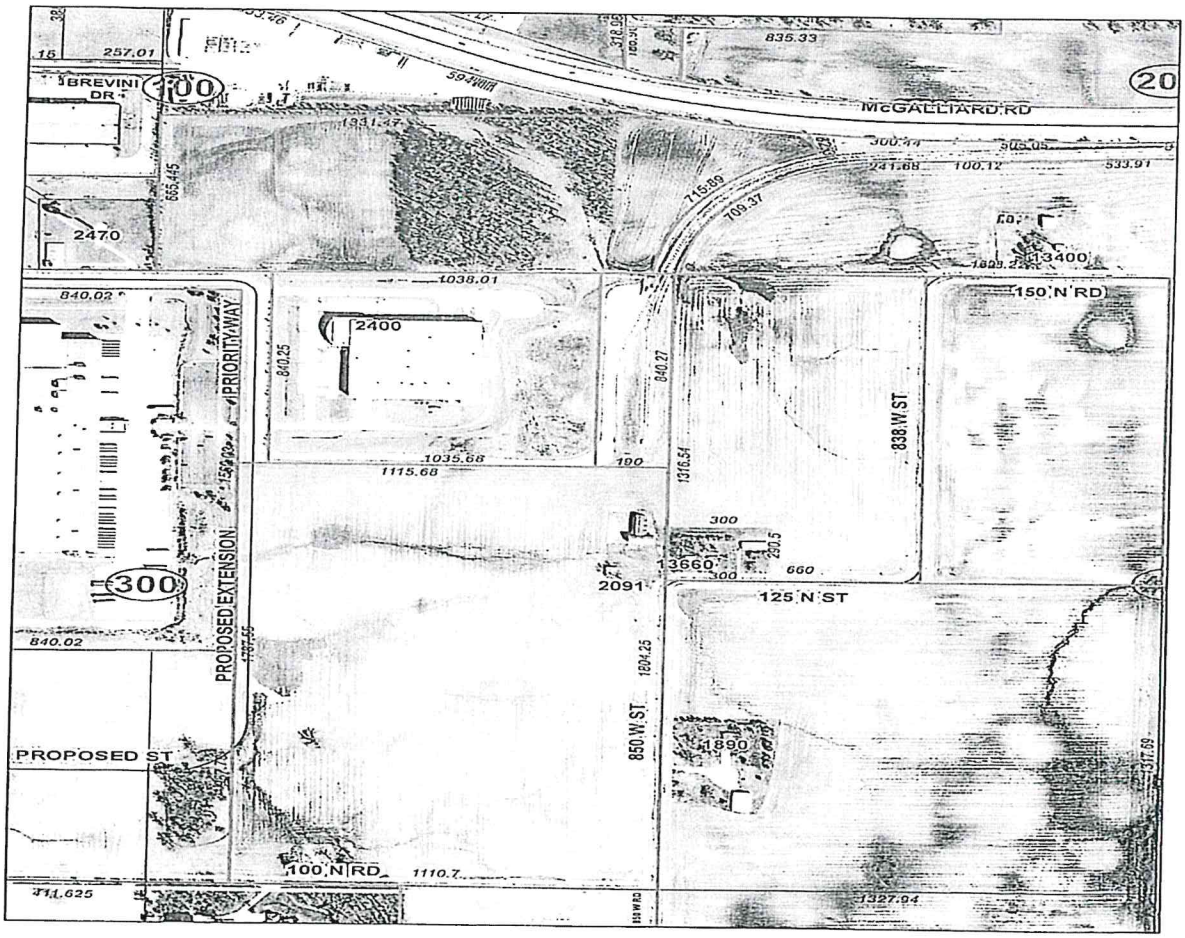
Willie E & Ida K. McCoy
2705 N. Walnut Street
Muncie, IN 47303-1960

Muncie Power Products, Inc.
201 E. Jackson Street, Suite 500
Muncie, IN 47305-2838

Steven M. & Connie S. Robb
1890 N. Co. Rd. 850 W
Daleville, IN 47334-9617

Smith Asset Holding, LLC
c/o Ducharme, McMillen & Associates
P.O. Box 80615
Indianapolis, IN 46280

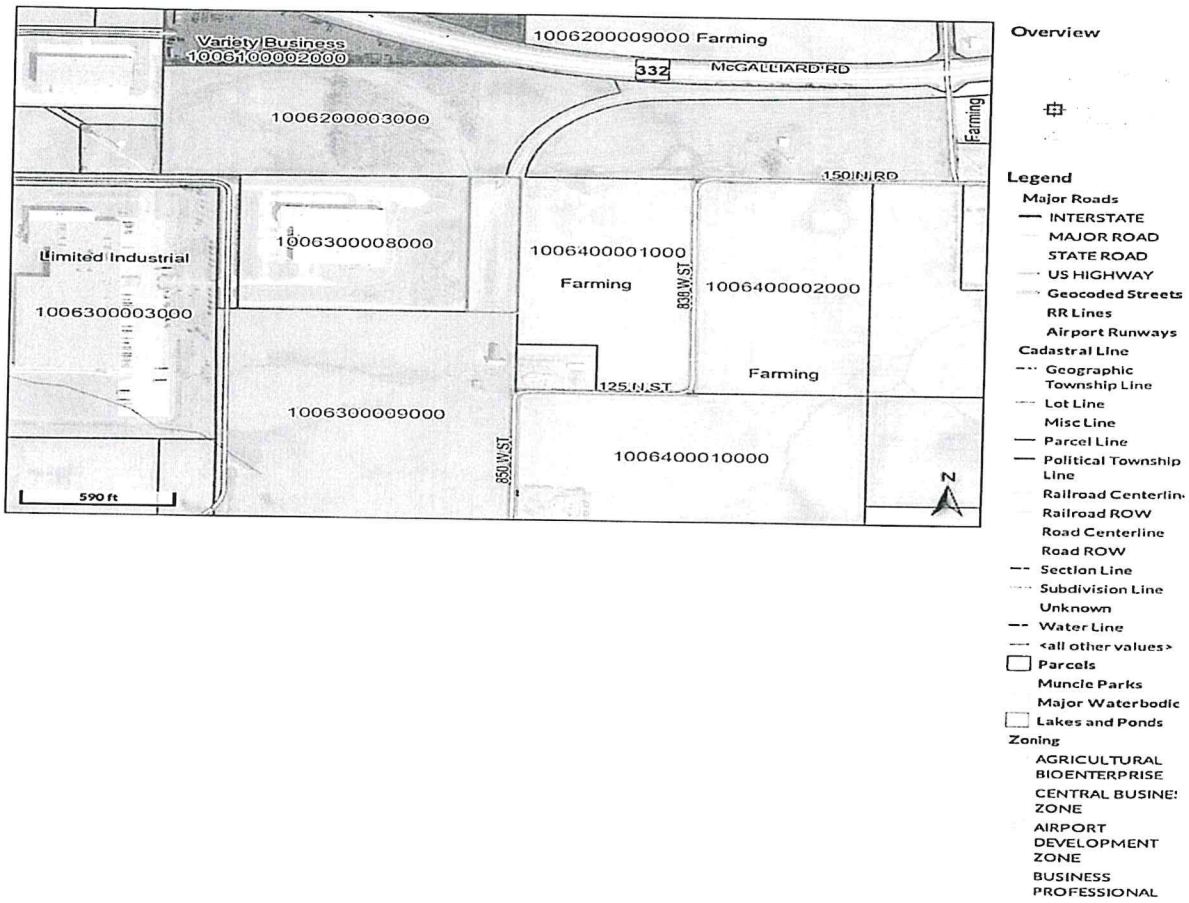
Sophie Paws, LLC
9066 Bay Breeze Court
Indianapolis, IN 46336

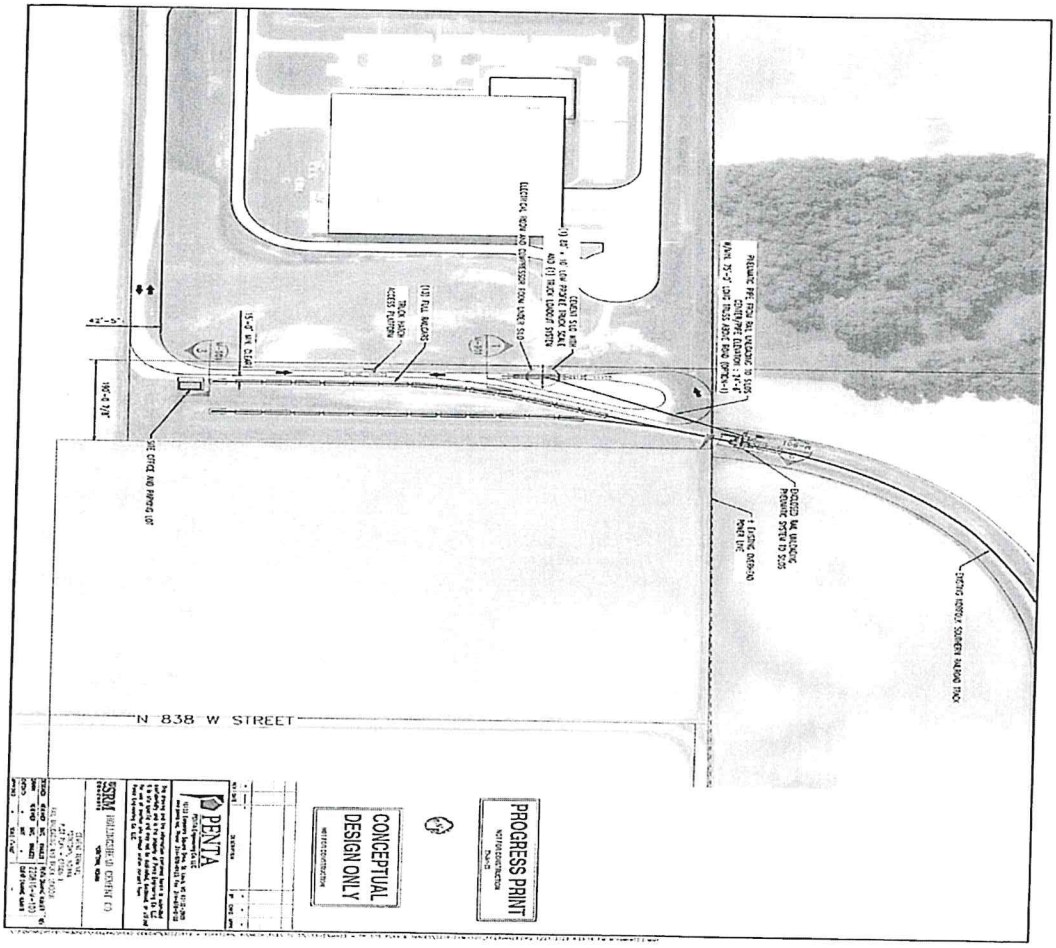


2021 Aerial

map not to scale

Beacon™ Delaware County, IN

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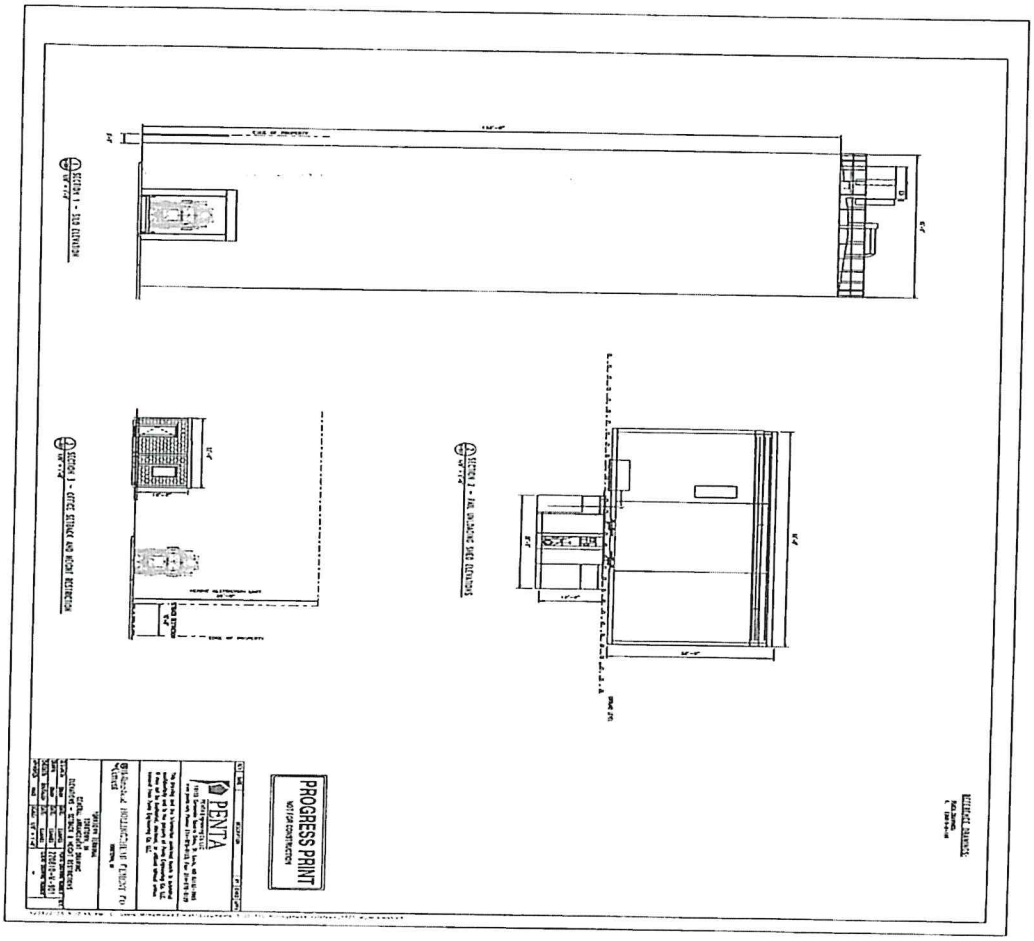
EXISTING 6" PRIVATE PIPELINE
EXISTING OVERHEAD POWER LINE
PROGRESS PRINT
CONCEPTUAL DESIGN ONLY
PENTA
N 838 W STREET
SITE OFFICE AND PARKING LOT
TRUCK WASH ACCESS PLATFORM
ELECTRICAL HOOK UP
COMPRESSOR ROOM
TRACK SCALE
LOADOUT PIPING
SITE PLAN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SECTION 2 - FAIL UNLOADING SIDE ELEVATIONS
SECTION 3 - OFFICE STORAGE AND WASH ELEVATIONS
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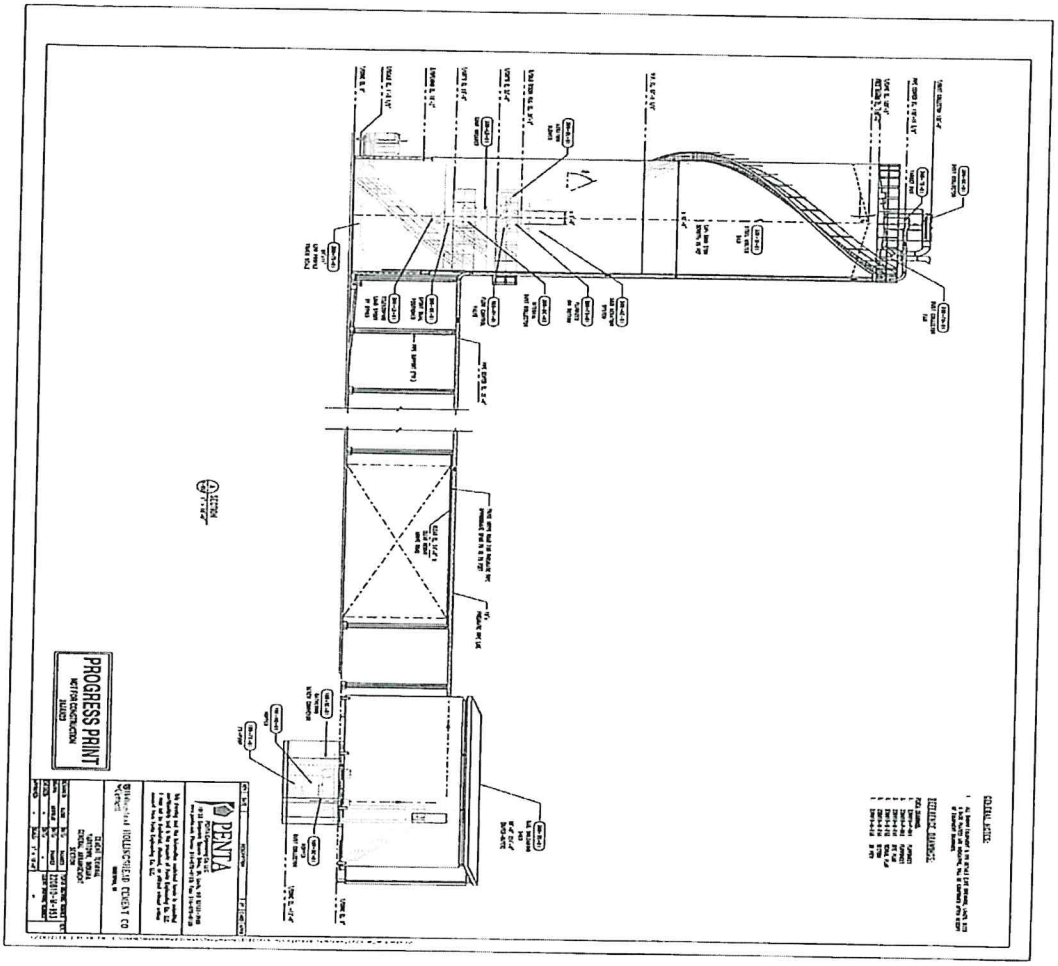
NOT FOR CONSTRUCTION
PENTA
ARCHITECTURE
PROJECT NO.
PROJECT TITLE
DRAWN BY
DATE
SHEET


GENERAL NOTES
EXISTING DRAWINGS
PROGRESS PRINT
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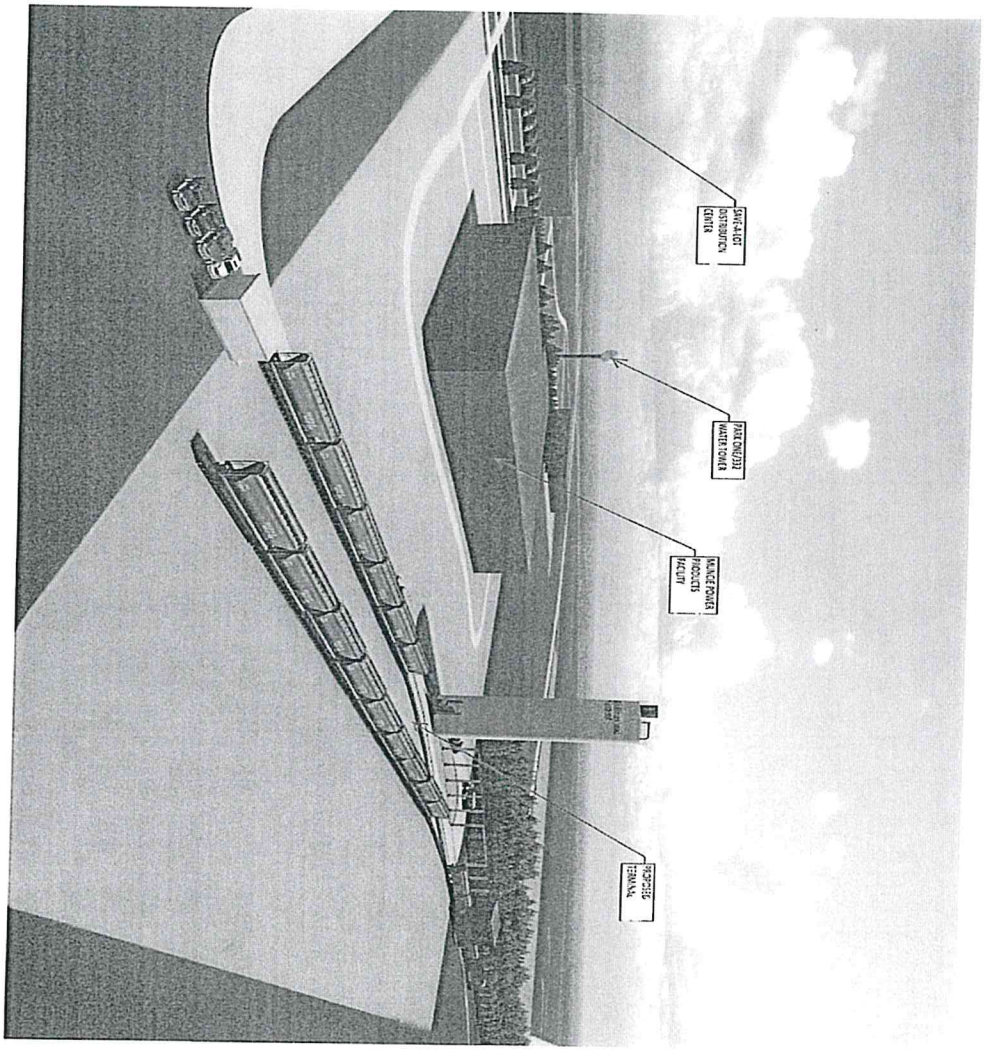
Commissioners meeting held February 6, 2023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CENTER
PAXI CONSUMER
WATER TOWER
MANGE POWER
PRODUCTS
FACILITY
PROPOSED
HEIGHT
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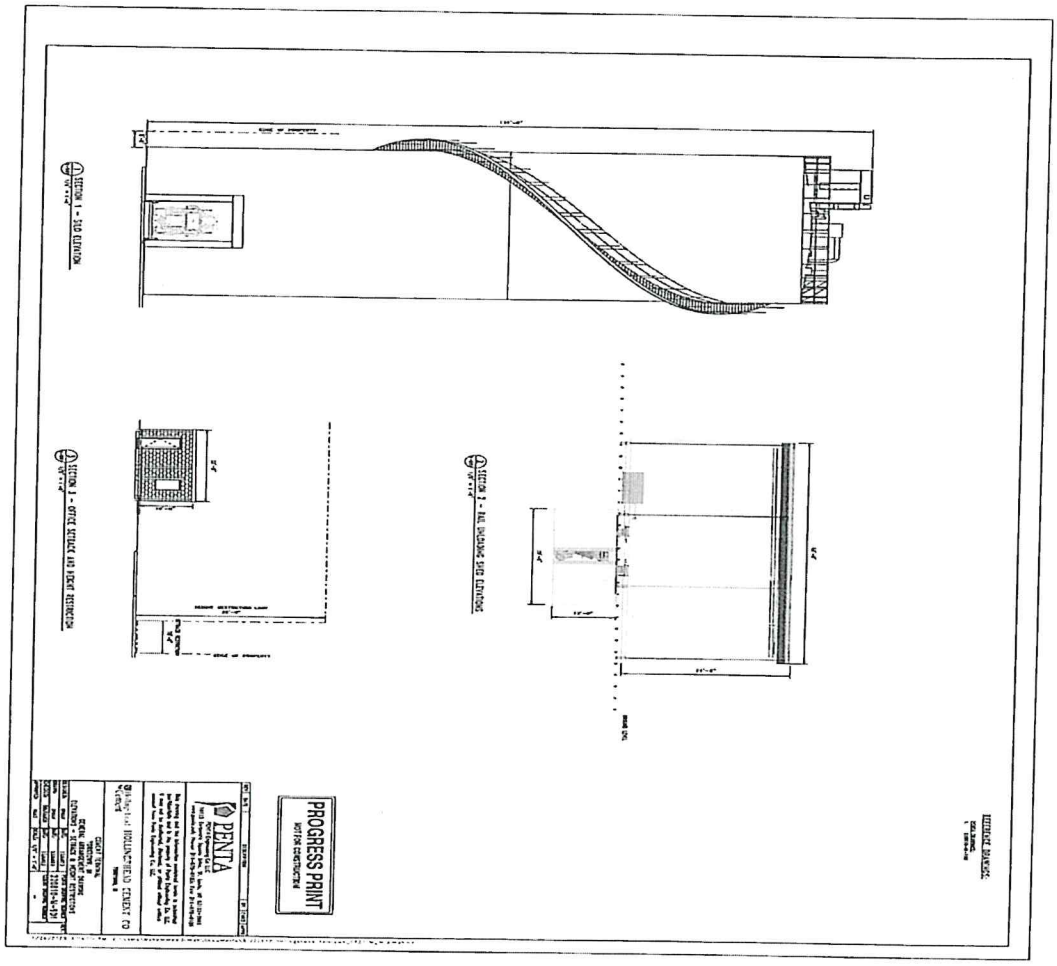
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SHEET NUMBER
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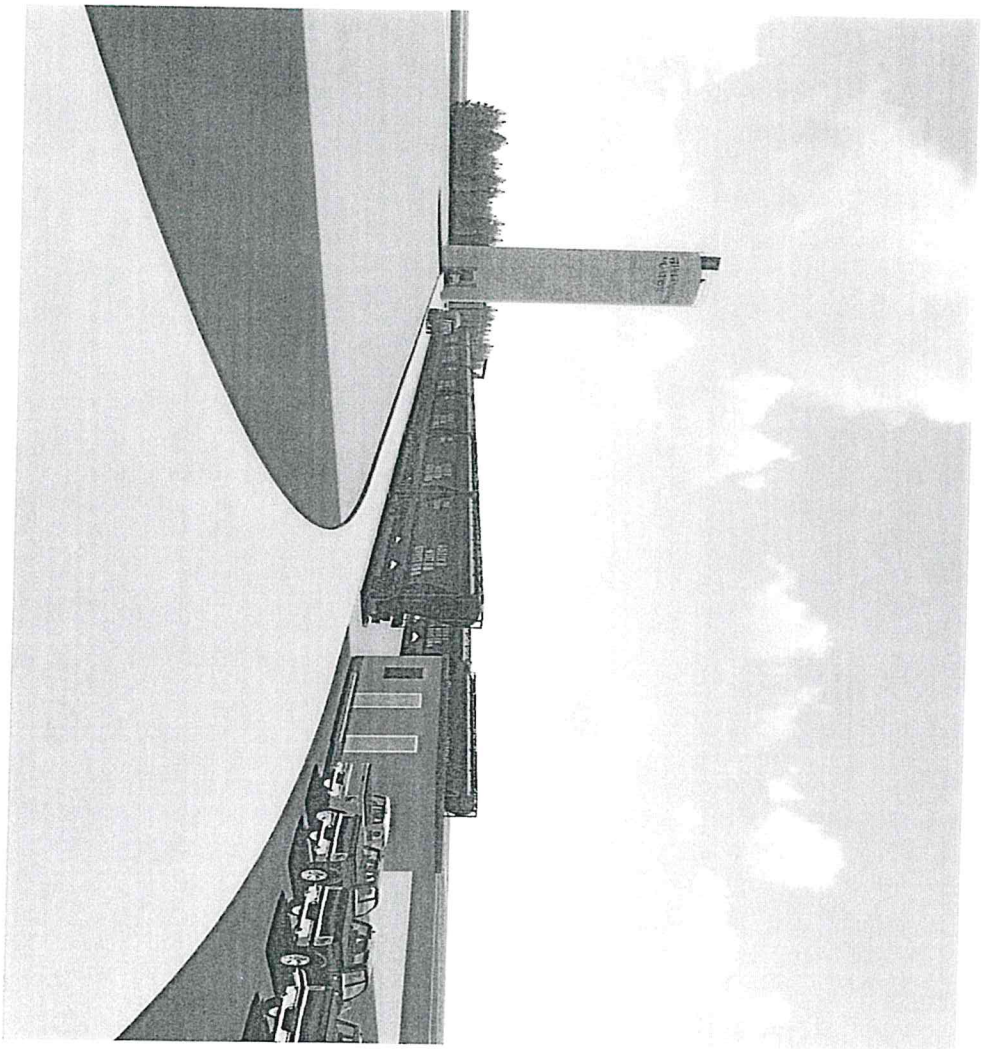
SECTION 1 - 2ND ELEVATION
SECTION 1 - OFFICE DETAILS AND ROOF SECTIONS
SECTION 1 - FULL EXCAVATED 2ND ELEVATIONS



Mr. Brooke presented 5 Tool Academy A.R.P. Tourist & Hospitality Grant.
President Henry said this was approved by the committee for $45,575.
MOTION: Commissioner Riggin made a motion to approve 5 tool Academy grant for $45,575.
SECOND: Commissioner King
YEAS: Commissioner King, Commissioner Riggin, President Henry

1/17/2023 ORIGINAL #13

A.R.P. Tourism & Hospitality Grants Application Review Checklist

Date Application Received: September 6, 2022
Time Application Received: 8:31 am
Name of Business: 5 Tool Academy
Contact Name: Heather Taylor
Amount Requested: $49,000

~~District Qualify~~
~~Due to~~
~~City~~
APPROVED in 2/6/2023 Mtg.

REQUIRED DOCUMENTS

- [x] Completed Application
- [x] Certificate of Organization from Secretary of State
- [x] Certificate of Insurance
- [ ] Copy of 501(c) Designation Letter (Non-Profit Applicants Only)

COMMITTEE RECOMMENDATION

[x] Approve [ ] Deny [ ] Hold/Need More Info

Notes/Reason:
Approve for $45,575.00

TOURISM COMMISSION RECOMMENDATION

[x] Approve [x] Deny [ ] Hold/Need More Info

Notes/Reason:
Approve for $49,000.00 --- Vote to approve application was not unanimous

COMMISSIONERS RECOMMENDATION

[ ] Approve [ ] Deny [ ] Hold/Need More Info

Notes/Reason:

Approved Dollar Amount: $ _____

DEPARTMENT HEADS AND ELECTED OFFICIALS

*Mr. Fred Cummings, 911 Director, met with the Commissioners regarding final renovation of the 911/EMA Center. Mr. Cummings is asking for $70,000 to renovate the bathrooms, showers, water heater, stove and exhaust fan in the kitchen. This will go out to bid.

Mr. Brooke said A.R.P money may be used if quotes are received.

MOTION: Commission King made a motion to approve the final renovation of 911/EMA Center, not to exceed $70,000.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin, President Henry

Mr. Brooke said Department of Treasury are changing rules regarding A.R.P money, however, he has not received anything as of date.

**President Henry said due to Ms. Moody's recent passing and the continuous work she had completed regarding the solar ordinance; the ordinance will be presented again at a later date. The Planning Commission department is going through a lot of emotions, plus they are trying to gather materials, documents and information from Ms. Moody's computer. The moratorium expires February 28, 2023. All of the Commissioners agree to extend the moratorium to August 2023.

Mr. Brooke will amend the ordinance changing the moratorium date to August 2023. This will be presented at February 21, 2023 meeting.

***Mr. Brooke asked that the Commissioners enter into the lease for the rail spur.
MOTION: Commissioner King made a motion to approve lease of the rail spur.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin, President Henry

****Mr. Brooke presented the Howard E. Nyhart Company, Inc. service agreement for Mr. Ed Carroll, Auditor. This is an annual agreement.

Mr. Carroll said the service agreement for the first year is $6900 and then $3200 for the next year.
MOTION: Commissioner King made a motion to approve the Nyhart service agreement.
SECOND: Commissioner Riggin
YEAS: Commissioner King, Commissioner Riggin, President Henry

ORIGINAL

nyhart

THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")

Agreement Between Nyhart, and:

Client Name:	Delaware County, IN
Primary Contact Name:	Edward E. Carroll Jr.; Delaware County Auditor
Primary Contact Address:	100 W Main Street
	Muncie, IN 47305
Primary Contact Phone:	(765) 747-7717
Primary Contact Fax:	
Primary Contact Email:	ecarroll@co.delaware.in.us

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending December 31, 2022, Nyhart will provide the following actuarial services:

- Data collection, review, and analysis. Feedback and commentary for inaccurate or unexpected data will be provided as necessary
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75

For the fiscal year ending December 31, 2023, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

Fees for services provided by Nyhart

Service	Fee
FYE 12/31/2022 - Full GASB 75 actuarial update	$6,900
FYE 12/31/2023 – Interim GASB 75 actuarial update	$3,200

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.

The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

6900
3200
10,100

nyhart

Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart may either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.

Please select the method of delivery of your invoice:

- ☐ I would like my invoice sent electronically to the primary contact's email address.
- ☐ I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name _____

Invoice recipient email address _____

Invoice recipient address _____

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in

furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

nyhart

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Delaware County, IN

By: _____

Printed Name: EDWARD CARROLL

Date: 2-6-2023

Nyhart

By: _____

Printed Name: _____

Date: _____

WEEKLY, MONTHLY AND QUARTERLY REPORTS

PAYMENT OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of $2,419,818.51 and ARP claims in the amount of $156,185.96.
SECOND: Commissioner King
YEAS: Commissioner King, Commissioner Riggin, President Henry

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS

Dr. Lynn Witty, updated the Commissioners regarding the funding announcement issued by the Family and Social Services.

Eric Holcomb, Governor
State of Indiana
Division of Mental Health and Addiction
402 W. WASHINGTON STREET, ROOM W353
INDIANAPOLIS, IN 46204-2739

REQUEST FOR FUNDING ANNOUNCEMENT – RFF-2023-007
FOR
State of Indiana Opioid Settlement Match Grant

Introduction:

This is a Request for Funding announcement (RFF) issued by the Family and Social Services Administration, Division of Mental Health & Addiction in conjunction with the Executive Director for Drug Prevention, Treatment and Enforcement. The date for this project is July 2023 through June 2025.

This RFF is intended to publicize the availability of grant opportunities for services described herein. Neither the issuance of this RFF nor the receipt of any responses thereto, shall create any obligation to the State of Indiana to make any award pursuant hereto. The award of any grant(s) as a result of this RFF shall be at the sole discretion of FSSA. Neither this RFF nor any response ("proposal") submitted hereto are to be construed as a legal offer.

As part of the National Opioid Settlement, the Division of Mental Health and Addiction is making available a one-time funding opportunity to local units of government to support evidence-based prevention, treatment, recovery, harm reduction, behavioral health workforce, enforcement, jail treatment, recovery residences, and other services and initiatives across the state. Exhibit E of the National Opioid Settlement document outlines the approved abatement uses. Respondents may request funding for any of the listed services and initiatives, however priority will be given to proposals which most closely align with state priorities.

This grant program aims to promote innovative, collaborative, community-driven, cross-sector responses to substance use disorder issues. This RFF requests responses from local units of government that received funds per the National Opioid Settlement Agreement or any entity that has been granted funds from a qualified local unit of government. Eligible local units of government can be found here. Priority will be given to respondents who collaborate with local service providers, community coalitions, schools, law enforcement agencies, community foundations, hospitals, and recovery organizations to develop and carry out their proposal.

Respondents should be embedded in, and working with, their communities and interested in submitting innovative proposals for programming that builds upon efforts already made, including but not limited to the expansion of and access to treatment for substance use disorder, stronger connections to recovery supports, development and implementation of prevention practices, expansion of harm reduction efforts, and implementation of the Sequential Intercept

Model within the justice system. Respondents do not have to limit their proposals to one project or initiative.

Respondents must provide match funds. Match funds may come from any local source, including local distributions from the National Opioid Settlement, Federal American Rescue Plan (ARP) Funds, local general funds, private contributions, or philanthropy dollars. Use of state-issued grants (i.e., Community Catalyst, Accelerator, Community Coordination, etc.) is not permitted for match funds. Priority will be given to local units of government that pool together funds and regionalize efforts.

Proposals must be submitted in a written format. Please see below for Written Proposal formats and submission requirements.

Submission Requirements:

Written Proposals - Should be submitted by email no later than **4:30pm EST on February 28, 2023** to **Emily Truelove**'s email: **emily.truelove@fssa.in.gov**

- Proposals received ***after 4:30pm EST will not be considered.***
- The email subject line must be: **RFF-2023-007**
- Email must include the following:
  - A cover letter indicating the principal contact telephone number and email are required for each proposal. **This must be the first page of the proposal.**
  - Must use Times New Roman 12-point font for all pages of the proposal.
  - All supporting documents for the proposal must be attached to the email as one PDF file.
  - Submit one proposal per respondent. Agencies that are not the lead respondent may be included in multiple proposals.

Questions Regarding this RFF:
Questions regarding this RFF must be submitted via e-mail to Emily Truelove no later than 4:30 p.m. EST on February 8, 2023.

- **Questions received after 4:30p.m. EST** will not be included in the Q&A session, on the Q&A form posted on the website and may not be answered timely if at all.
- Email subject line for questions must be: **Questions for RFF-2023-007**

Questions received by the due date will be answered by February 13, 2023, and posted to the DMHA funding webpage (https://www.in.gov/fssa/dmha/funding-information/)

All questions and inquiries must be directed to <u>ONLY</u> Emily Truelove at emily.truelove@fssa.in.gov. Failure to follow this expectation disqualifies the application from this RFF.

Project Description:

As part of the National Opioid Settlement, the Division of Mental Health and Addiction is making available a one-time funding opportunity to local units of government to support evidence-based prevention, treatment, recovery, harm reduction, behavioral health workforce, enforcement, jail treatment, recovery residences, and other services and initiatives across the state. Exhibit E of the National Opioid Settlement document outlines the approved abatement uses. Respondents may request funding for any of the listed services and initiatives, however priority will be given to proposals which most closely align with state priorities.

This grant program aims to promote innovative, collaborative, community-driven, cross-sector responses to substance use disorder issues. This RFF requests responses from local units of government that received funds per the National Opioid Settlement Agreement or any entity that has been granted funds from a qualified local unit of government. Eligible local units of government can be found here. Priority will be given to respondents who collaborate with local service providers, community coalitions, schools, law enforcement agencies, community foundations, hospitals, and recovery organizations to develop and carry out their proposal.

Respondents should be embedded in, and working with, their communities and interested in submitting innovative proposals for programming that builds upon efforts already made, including but not limited to the expansion of and access to treatment for substance use disorder, stronger connections to recovery supports, development and implementation of prevention practices, expansion of harm reduction efforts, and implementation of the Sequential Intercept Model within the justice system. Respondents do not have to limit their proposals to one project or initiative.

Respondents must provide match funds. Match funds may come from any local source, including local distributions from the National Opioid Settlement, Federal American Rescue Plan (ARP) Funds, local general funds, private contributions, or philanthropy dollars. Use of state-issued grants (i.e., Community Catalyst, Accelerator, Community Coordination, etc.) is not permitted for match funds. Priority will be given to local units of government that pool together funds and regionalize efforts.

RFF Timeline:
Subject to change

January 31, 2023	RFF Released
February 8, 2023	RFF Questions Due
February 13, 2023	RFF Answers Posted to DMHA Funding Website
February 28, 2023	RFF Proposal Submissions Due
May 1, 2023	Notify Respondents of Award Determination

Project Timeline:

July 1, 2023	Project starts
June 30, 2025	Project ends

Funding:

This funding is coming from the National Opioid Settlement with distributors McKesson, Cardinal Health, and AmerisourceBergen and manufacturer Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson.

The total funding amount available for this RFF is $25,000,000. State awards may be greater than or less than the respondent's requested amount or match amount. Final proposals will be judged on the totality of responses.

FSSA/Division of Mental Health and Addiction encourages respondents to be as creative as possible in their proposals regarding costs. Cost efficiency will be considered when determining grant(s) awards.

Authorized Activities:
Exhibit E of the National Opioid Settlement document outlines the approved abatement uses.

Evaluation – **Total Points Available: 100**

Proposals will be reviewed and scored by a committee selected by the Division of Mental Health and Addiction. Proposals will be evaluated based upon the proven ability of the respondent to meet the goals of the project description in a cost-effective manner.

The following checklist is for your reference only as it indicates the maximum points available for each item required in your proposal. Each proposal should be broken down by each of the sections below.

Organize Proposal Pages as Follows:

Proposal Content/Scoring Criteria	Maximum Points Available	Applicant Checklist
1.) Cover Letter/Introduction: One (1) page maximum: Including items below:	5	
a.) Primary program contact information, (name, email, and phone number)		
b.) Signature from Authorized Local Unit of Government [**Note: Applicants must use attached authorized signature form, *Attachment A*].**		
c.) Total amount of funds requested:		
d.) Population(s) of focus:		
e.) Proposed catchment area:		
f.) Proposed numbers to be served:		
2.) Organization/Agency Information: Two (2) page maximum	10	

a.) What is the make-up of the organizations participating in your proposal? Do the organizations represent those in your community who are combatting the drug epidemic?		
b.) Describe your mission, goals, and area(s) of focus:		
c.) What makes your collaboration unique in working with individuals from your Population of Focus:		
d.) Describe your ability to provide services to the Population of Focus- (i.e., existing relationships.):		
3.) Diversity and Historically Underserved Populations: One (1) page maximum	10	
a.) Describe how your organization strives to serve disparate populations or those who have not historically been served or engaged.		
b.) Describe the activities you will engage in to increase diversity, equity, and inclusion with the population being served.		
4.) Current/Past Program Experiences: Four (4) page maximum	15	
a.) Provide a thorough explanation of Organization/Agency experience in implementing an initiative of this kind.		
b.) Highlight at least one collaborative approach your community has implemented that you are especially proud of and why. What outcomes were achieved? (Note: Does not have to be SUD-related)		
c.) Are any of the initiatives you've implemented considered evidence-based? If so, which ones?		
d.) Has your community completed a needs assessment? If so, who completed the assessment and when? [**Note: Assessment is not required.** See *Attachment C – Core Competency Assessment* for a resource to assist in an assessment.]		
e.) What gaps exist and how will this funding help?		
f.) Identification of methods used to target services to address current gaps.		
g.) Demonstration of collaboration with community entities.		
h.) Qualifications of Key Personnel: Provide the resume of each Key Personnel [**Note: Resumes are not counted toward page maximum**].		
5.) Program Narrative/Plan for Operation/ Program Implementation: Five (5) page maximum	25	
a.) Design/Description of the project: Please prepare a realistic timeline for implementation.		
b.) Identify which of the approved abatement uses listed in Exhibit E applies to your project.		

c.) Provide detailed explanation of internal staff and/or external collaborations you intend to work with for the completion of this project.		
d.) Indicate goals/outcomes you plan to achieve. How will you measure these?		
e.) Explain potential barriers to success and ways to overcome said barriers		
f.) Describe your contingency plans in the event you are unable to implement the activities as originally planned (i.e., consequences of Covid, closures, etc.)		
6.) Sustainability of the Program: One (1) page maximum	10	
a.) Describe how the service program will be sustained after the completion of the grant assistance		
b.) Extent to which to the applicant intends to continue to operate the service program through cooperative agreements and other formal arrangements.		
7.) Budget Template with Budget Justification:	20	
a.) Develop a budget for the selected project. Include the associated justification and the total amount requested. **[Note: See below to access budget template, *Attachment B*]**		
8.) Letters of Collaboration:	5	
a.) Provide letters of collaboration from partners that are fully committed to this project and the role they will play. **[Note: Letters of support must be on partner(s)' organization/agency letterhead]**		
9.) Other Documentation:		
	100	

Sample Budget Template – RFF-2023-007:

A sample budget template [*Attachment B*] is available and can be used to assist you in completing your proposal.

Confidential Information:

Potential respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and after the grant award may be viewed and/or copied by any member of the public, including news agencies and competitors. Potential respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents in a sealed envelope clearly marked "Confidential" and must indicate on the outside of their proposal envelope that confidential materials are included and, in their cover letter, specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Public Records Act, it may either

RECESS

MOTION: Commissioner Riggin made a motion to recess until February 21, 2023.
SECOND: Commissioner King
YEAS: Commissioner King, Commissioner Riggin, President Henry

President, Mr. Shannon Henry

Vice President, Mr. James King

Member, Ms. Sherry Riggin

Auditor, Mr. Ed Carroll