

DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, DECEMBER 18, 2023 @ 9:04 A.M.
COMMISSIONERS COURTROOM
100 W. MAIN ST. ROOM 309A
CALL TO ORDER
WELCOME
PLEDGE TO FLAG

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, County Attorney
Mr. Ed Carroll, Auditor

PUBLIC HEARING

TRANSFERRING PROPERTY TO ISAIAH 117 HOUSE

Ms. Hannah Kaufman, Isaiah 117 House, Expansion Coordinator, updated the Commissioners regarding the project toward helping/assisting placement of children.

Mr. John Brooke, County Attorney, said the public hearing is for transferring property, located at the southwest corner of Cornbread and Tillotson Avenue. The property is four acres and is close to the Justice Center. Isaiah House has met all requirements for the property to be considered to be transferred by the Commissioners.

No one spoke for or against Isaiah 117 House.

MOTION: Commissioner King made a motion to close the Public Hearing for Isaiah 117 House.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

NOTICE OF PUBLIC HEARING

Notice is hereby given that, pursuant to Resolution Number 2023-027 of the Board of Commissioners of Delaware County, Indiana, the Board of Commissioners will accept applications submitted by eligible nonprofit entities desiring to receive the following County-owned parcel of real property:
 Parcel ID No.: 18-11-20-301-009.000-003
 Common Address: Land off Tillotson Ave., Muncie, IN 47302

To be eligible to receive the above-referenced parcel of real property, the nonprofit shall submit an application that states the property the nonprofit entity desire to acquire, the use to be made of the property, and the time period anticipated for implementation of the use. The application must be accompanied by documentation verifying the nonprofit status of the entity and be signed by an officer of the nonprofit entity. If more than one application for the property is received, the Board of Commissioners shall determine which application is to be accepted based on the benefit to be provided to the property and the surrounding area. Applications may be submitted in person or by mail to: The Board of Commissioners, 100 West Main Street, Room 300, Muncie, Indiana 47305 or via email to shodges@co.delaware.in.us. Applications shall be submitted to the Board of Commissioners by no later than 3:00 p.m. local time on Friday, December 15, 2023, and only those applications submitted by this deadline will be considered.

Notice is further given that the Board of Commissioners will hold a public hearing on Monday, December 18, 2023, at 9:00 a.m. in the Commissioners' Courtroom, Room 309A, 100 West Main Street, Muncie, Indiana 47305. The purpose of the public hearing is to consider transfer of the above-referenced parcel of real property to an eligible nonprofit entity and to hear any opposition to proposed transfer. Following the public hearing, the Board of Commissioners will, by resolution, make a final determination concerning the parcel of real property that is to be transferred to an eligible nonprofit entity, the eligible nonprofit entity to which the parcel of real property is to be transferred, and the terms and conditions of the transfer.

Dated: December 4, 2023
 MNI - 12/6/23 - 0005864135

hspaxlp

***** IMPORTANT ***** IMPORTANT *****

APPOINTMENTS 2024

MOTION: Commissioner Riggin made a motion to nominate Mr. James King as 2024 President of County Commissioners.
 SECOND: President Henry

MOTION: Commissioner Riggin made a motion to close the nomination.
 SECOND: *inaudible*

YEAS: Commissioner King, Commissioner Riggin, President Henry

MOTION: Commissioner King made a motion to nominate Ms. Sherry Riggan as 2024 Vice President of County Commissioners.

SECOND: President Henry

MOTION: Commissioner King made a motion to close nominations.

SECOND: President Henry

YEAS: Commissioner King, Commissioner Riggan, President Henry

MINUTES

Table minutes

MOTION: Commissioner Riggan made a motion to table Commissioner minutes for December 4, 2023.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggan, President Henry

PRESENTATIONS

Mr. Justin Curley, Purdue Extension Director, reported updates within the Extensions office. Mr. Curley invited the Commissioners to the annual February 20, 2024 meeting.

Mr. Curley said Ms. Kiley Erwin, Education Educator, started with Purdue Extension right before the 2023 county fair and is doing a fantastic job with 4-H community outreach.

Ms. Amanda Bullion, Health and Sciences Extension Educator, said recently they received a \$5,000 Safe Sleep Program grant. Ms. Bullion provided a list of outreach programs that will be provided thru the grant.

4-H sign-up ends January 15, 2024, however Mr. Curley said they would still accept applicants.

Volunteers are always needed for all areas within 4-H.

CONTRACTS OR AGREEMENTS FOR APPROVAL

The agreement with Purdue Extension office has gone up 4%.

Mr. Brooke reviewed the agreement.

MOTION: Commissioner King made a motion to approve the Extension Contractual services.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

EXTENSION CONTRACTUAL SERVICES AGREEMENT
BETWEEN
PURDUE UNIVERSITY
AND GOVERNMENT OF
DELAWARE COUNTY, INDIANA

490
12.18.2023

ORIGINAL

This agreement made this first day of January, 2024 by and between the government of Delaware County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, health and human sciences, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Delaware County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

DocuSign Envelope ID: 7C249420-C80B-421D-9F96-06C94705F4F6

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Delaware County, Indiana:

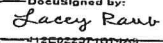
1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
 - b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

DocuSigned by:

 Lacey Raub
 Signature
 11/17/2023
 Date

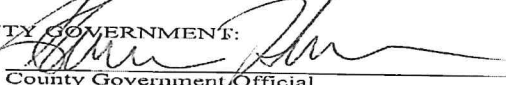
Lacey Raub
Assistant Director Financial Affairs-Ag
Cooperative Extension Services

DocuSigned by:

 Angela R. Abbott
 Signature
 11/17/2023
 Date

Angela R. Abbott
Interim Associate Dean and Director of Extension

COUNTY GOVERNMENT:

BY: 
 County Government Official
 M.P. Shannon Henry
 Typed Name

12-18-2023
 Date
 President County Commission
 Title

APPENDIX 1

Memorandum of Understanding:
Purdue Extension Contractual Services Agreement in Delaware County

The contractual services agreement between Purdue University and the government of Delaware County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$94,565.00 from Delaware County to Purdue, Purdue Extension will provide Extension services through the Delaware County Extension, including three county educators. These staff will provide local extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educators will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2024 through December 31, 2024

Total Contractual Services Appropriation for Extension Educators:


Amount: \$94,565.00

The County Extension Director will also provide annually a report on Extension services provided in Delaware County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other Purdue University benefits.
- Each year, Purdue University provides funding for training and staff development for each Educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to organize community and home interventions to bring about nutrition-related lifestyle changes.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

DocuSigned by:

 Lacey Raub
 Signature
 11/17/2023
 Date

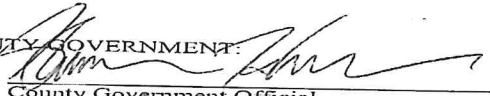
Lacey Raub
Assistant Director Financial Affairs- Ag
Cooperative Extension Services

DocuSigned by:

 Angela R. Abbott
 Signature
 11/17/2023
 Date

Angela R. Abbott
Interim Associate Dean and Director of Extension

COUNTY GOVERNMENT:

BY: 
 County Government Official
 Mr. Shannon Henry
 Typed Name

12-18-2023
 Date
 President of Commissioners
 Title

2024 FOOD SAFETY INSPECTOR CONTACT

Mr. Jammie Bane, Health Administrator, presented the 2024 Food Safety Inspector contract. With this agreement, inspections can be done in the evenings and week-ends. Mr. Mike Shelton is a great part of the team.

Mr. Brooke reviewed the agreement.

Mr. Bane said the county ordinance requires that the establishment post their latest inspection for public viewing.

MOTION: Commissioner King made a motion to approve the 2024 Food Safety Inspector contract.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

12.18.2023

**2024 Contractual Service Agreement:
Inspector, Food Safety Division
Delaware County Health Department**

ORIGINAL

Mike Shelton ("Contractor") agrees to provide services to the Delaware County Health Department (DCHD) by conducting routine, follow-up, pre-operational, and/or complaint inspections of Delaware County food establishments as assigned.

Contractor attests to current or previous employment by a local health department conducting food safety inspections, as well as a thorough knowledge of Title 410 IAC 7-24: Retail Food Establishment Sanitation Requirements and other applicable codes or rules adopted by the State of Indiana.

Services to be provided under this agreement include:

- Completion of food safety inspections/complaint investigations of Delaware County retail food establishments and temporary food establishments, as assigned, both routine and follow-up;
- Regular reporting of findings along with submission of completed inspection forms and any associated materials, as assigned;

Compensation for this contracted project is based on a rate of \$42.00 per assigned and completed inspection. Contractor shall invoice the Delaware Co. Health Department monthly (at minimum) for services provided, with an invoice including a report of dates and associated completed inspections.

Either party may choose to void this agreement at any time with written notice.

Delaware County Commissioners	
<u>[Signature]</u> Shannon Henry	<u>12.18.2023</u> Date
<u>[Signature]</u> Sherry Riggins	<u>12.18.2023</u> Date
<u>[Signature]</u> James King	<u>12.18.2023</u> Date
<u>[Signature]</u> Ed Carroll, Auditor	<u>12.18.2023</u> Date
Delaware County Health Department	
<u>[Signature]</u> Jammie Bane, Administrator	<u>11/20/2023</u> Date

Food Safety Contractor	
<u>Mike Shelton</u> Name	<u>47356</u>
<u>501 N. 13th St Middletown IN</u> Address	
<u>jax.shelton@comcast.net</u> Email	
<u>765-639-7300</u> Phone	
<u>Mike Shelton</u> Signature	
<u>11-20-23</u> Date	

**2024 Contractual Service Agreement:
Inspector, Food Safety Division
Delaware County Health Department**

ORIGINAL

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Either party may choose to void this agreement at any time with written notice.

Delaware County Commissioners	
<i>Shannon Henry</i>	12.18.23
Shannon Henry	Date
<i>Sherry Riggins</i>	12.18.23
Sherry Riggins	Date
<i>James King</i>	12.18.23
James King	Date
Ed Carroll, Auditor	
Delaware County Health Department	
<i>J Bane</i>	11/20/2023
Jammie Bane/Administrator	

Food Safety Contractor	
<i>Mike Shelton</i>	47356
Name	
<i>501 N. 13th St Middletown IN</i>	
Address	
<i>Jax.Shelton@Comcast.net</i>	
Email	
<i>765-637-7300</i>	
Phone	
<i>Mike Shelton</i>	
Signature	
<i>11-20-23</i>	
Date	

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Ms. Angie Moyer, Project Manager, presented the Local Roads and Bridges \$332,542 grant agreement with INDOT. Delaware County was awarded the grant toward the paving project on County Road 350 north.

MOTION: Commissioner King made a motion to approve the Local Roads and Bridges grant agreement with INDOT.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

Ms. Moyer said the grant was awarded between 67 north to 400 east but will go to 500 east, however Community Crossing is only going to cover between 67 and 400 east. This is an overlay. Mr. Tommie Humbert, Highway Supervisor, will evaluate the road before it is paved. Ms. Moyer said Delaware County was awarded almost a million dollars in 2023. *Ms. Moyer will provide signatures to Ms. Denise Smith, Recording Secretary once signatures are sent.*

CATALYST AGREEMENT

Mr. Brooke presented the Catalyst agreement. The agreement is to assist Delaware County with issues in legislature. 2023 was the first year with Catalyst and they were very instrumental in getting Delaware County involved in a grant program. The program helped with state funding construction costs for the Mental Health facility. Catalyst also worked with the state regarding getting more opioid money for Delaware County.

MOTION: Commissioner King made a motion to approve the Catalyst consulting agreement.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

12.18.2023

ORIGINAL**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is entered into as of the 15th day of December, 2023 (the “Effective Date”), by and between **The Board of Commissioners of Delaware County, Indiana** (“Client”), and **Catalyst Public Affairs Group LLC** (“Catalyst”), an Indiana limited liability company. Client and Catalyst are collectively referred to as the “Parties” or “Party” when referenced individually herein.

**ARTICLE I.
TERM**

Section 1.1. Term. The term (“Term”) of the Agreement shall be for a period of seventeen (17) months, commencing on the Effective Date, and continuing through May 1, 2025 unless terminated earlier in accordance herein.

**ARTICLE II.
PROFESSIONAL SERVICES**

Section 2.1. Scope of Services. In addition to other obligations and responsibilities as provided herein, Catalyst agrees to provide general legislative and advocacy services (the “Services”) to Client. Catalyst represents and warrants to Client that Catalyst will perform all services under this Agreement in accordance with industry standards and in accordance with all applicable laws, rules and regulations.

**ARTICLE III.
COMPENSATION AND EXPENSES**

Section 3.1. Compensation. Client shall compensate Catalyst for the Services during the Term in the amount of Six Thousand Dollars (\$6,000) per month. Catalyst shall be entitled to additional compensation for work performed on special projects not included within the Services, as agreed upon by the parties. Catalyst will invoice Client each month for expenses and fees incurred during the previous calendar month, and Client agrees to pay each invoice within thirty (30) days after the invoice is delivered.

Section 3.2. Expense Reimbursement. The compensation provided to Catalyst shall cover basic expenses incurred by Catalyst in its representation of Client, including but not limited to, telephone services, insurance, parking, dues and subscriptions, shipping charges, mileage charges, airline travel, hotel expenses, automobile rental, certified copies, certified mail, court costs, depositions, filing fees, miscellaneous (itemized) outside printing, outside photocopy, witness fees, and reasonable and necessary entertainment expenses. However, certain entertainment fees or special circumstances, where the costs to Catalyst exceed \$2,500, shall be borne by Client. Catalyst will attempt to clear all such expenditures and in advance, but Client understands that some necessary expenses may be incurred without notice.

**ARTICLE IV.
TERMINATION OF AGREEMENT**

Section 4.1. Termination.

(a) Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both parties.

(b) Termination for Cause. This Agreement may be terminated by either party immediately for “cause”, which shall mean the (i) gross negligence or fraud of a party, (ii) a material breach of this Agreement by the other party, or (iii) bankruptcy, insolvency or inability of the other party to meet its obligation as the same come due.

(c) Termination by Catalyst. Catalyst shall have the right to immediately terminate this Agreement if: (i) Client fails to cooperate or follow Catalyst’s advice on a material matter, (ii) Catalyst makes a good faith determination that Client is unable to comply with the terms of this Agreement, or (iii) any fact or circumstance would, in Catalyst’s view, render Catalyst’s continuing representation of Client unlawful or unethical.

(d) Termination for Convenience. Either party may terminate this Agreement without cause by giving the other party thirty (30) days advance written notice.

Section 4.2. Withdrawal and Termination Compensation. If either party terminates this Agreement, Client agrees to take all steps necessary to free Catalyst of any obligation to perform further, including the execution of any documents reasonably necessary to complete Catalyst’s withdrawal of engagement. If Catalyst is required to resort to collection proceedings to recover any amounts from Client, Catalyst shall also be entitled to recover all costs incurred concerning such collection proceedings including reasonable attorneys’ fees incurred by Catalyst.

ARTICLE V. CONFLICTS OF INTEREST

Section 5.1. Rules of Professional Conduct. Catalyst is not engaged in the practice of law and the advice given is not to be considered legal advice. However, Members of Catalyst, regardless of whether they are licensed attorneys, are required to comply with the Indiana Rules of Professional Conduct regarding conflicts. Should a conflict arise during the course of Catalyst’s representation of Client, it will be handled in compliance with those rules.

Section 5.2 Conflicts of Interest. If a conflict emerges with a current client at the time of signing a new client, Catalyst will represent the interests of the pre-existing client first. Notwithstanding the above, without the consent of Client, Catalyst will not represent another client, if in applying the customary standards of the profession, Catalyst’s representation of that client would be reasonably foreseeable to be directly adverse to Client with respect to the services provided under Catalyst’s agreement with that client, or, if Catalyst’s representation of Client, under the customary standards of the profession, would be reasonable and foreseeably limited in a material way by Catalyst’s responsibilities to such other client or to any other person or entity.

ARTICLE VI. CONFIDENTIALITY

Section 6.1. Confidential Information and Trade Secrets. During the course of the performance of the Services, Catalyst will have access to, have disclosed to it, or otherwise obtain information which Catalyst knows or reasonably should know is of a confidential and/or proprietary nature to Client including, but not limited to, information concerning Client trade secrets, customer relationships, activities, plans, finances, operations, methods and/or other information relating to the past, present or future business activities of Client, its subsidiaries and affiliated companies, and the customers, clients and suppliers of said entities (collectively the “Confidential Information”). Catalyst shall use such Confidential Information solely in performance of its obligations under this Agreement. Catalyst shall regard and preserve all such Confidential Information in trust and confidence for Client and agrees not to disclose such Confidential

Information in any manner to any person, firm or enterprise, or use such Confidential Information for its own benefit or the benefit of any other party without obtaining Client' prior written consent. Information shall not be deemed confidential to the extent that such information is: (i) already known free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

ARTICLE VII. INDEMNIFICATION

Section 7.1. Indemnification by Catalyst. Catalyst shall indemnify and hold Client harmless from and against any and all liabilities, losses, taxes, withholdings, claims, demands, actions, judgments, costs and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts or omissions of Catalyst, its employees or offices.

Section 7.2. Indemnification by Client. Client shall indemnify and hold Catalyst harmless from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent acts or omissions of Client, its employees or officers.

ARTICLE VIII. MISCELLANEOUS

Section 8.1. Independent Contractor. Catalyst shall, at all times, be an independent contractor under this Agreement. Catalyst shall exercise independent judgment as to the services that are necessary in order to fulfill its obligations under this Agreement and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives that are mutually agreed upon with Client.

Section 8.2. Venue and Choice of Law. In any collection proceeding, suit, or action brought in connection with or arising from this Agreement, the parties consent to the exclusive jurisdiction and venue of any federal or state court located in Marion County, Indiana. The parties agree that this Agreement shall be governed by the laws of the State of Indiana, without regard to the conflicts of law provisions therein.

Section 8.3. Electronic and Cellular Communications. In the event that Catalyst or Client uses electronic mail or cellular phones at any time to communicate with each other or with third parties, Client acknowledges that Catalyst has advised it that electronic mail and cellular phones may be subject to a greater risk of interception or unauthorized access than wire-line telephone communication. If at any time Client desires that Catalyst not use electronic mail or cellular phones, Client will advise Catalyst of such desire and Catalyst will act in accordance with Client' instruction. If Client does not so advise Catalyst, Catalyst will assume that Client consents to the use of electronic mail and cellular phones for communication between Catalyst's professionals and staff and Client or other persons with respect to Client matters, and in particular, this Agreement.

Section 8.4. Entire Agreement. This Agreement constitutes the entire contract between the parties and no other promises or representations have been made. All previous contracts or agreements between the parties are hereby null and void. Any modification to this Agreement must be made in writing.

Section 8.5. Assignment. Neither party may assign this Agreement or the rights or obligations hereunder without specific written consent of the other party, except that this Agreement may be assigned by Catalyst to any successor entity without the prior consent of Client.

Section 8.6. Headings. Section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 8.7. Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

Section 8.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.9. Notices. All notices, requests, consents, invoices, payments, and other communications hereunder shall be in writing and shall be personally delivered, emailed, mailed by first-class registered or certified mail, postage prepaid, return receipt requested or delivered by an overnight courier service, delivery charge prepaid:

(a) If to Catalyst, to:

Anthony Mitson
Catalyst Public Affairs Group LLC
One North Capitol, Suite 1035
Indianapolis, IN 46204
Matt.bell@catalvstpag.com

(a) If to Client, to:

Sherry Riggan
100 W Main St
Muncie, IN 47305
sriggin@co.delaware.in.us

Section 8.10. Amendments and Waivers. No supplement, modification, or amendment of any provision of this Agreement shall be binding unless executed in writing by Client and Catalyst. No provision of this Agreement shall be deemed to have been waived unless such waiver is executed in writing by the party waiving such provision. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement. No waiver of any breach or violation of any provision of this Agreement shall constitute a waiver of any subsequent breach of such provision.

Section 8.11. Survival of Obligations. The obligations of the Parties under this Agreement that the Parties have expressly agreed shall survive expiration or termination of this Agreement or that, by their nature, would continue beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

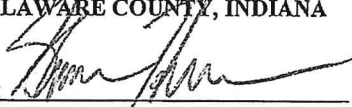
[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date as noted above.

CATALYST PUBLIC AFFAIRS GROUP LLC

By: 
Anthony Mitson, Principal

BOARD OF COMMISSIONERS,
DELAWARE COUNTY, INDIANA

By: 
Shannon Henry, President

THE 2024 LEGAL SERVICE AGREEMENT

Mr. Brooke presented the 2024 Legal Services agreement as Delaware County attorney for the Commissioners.

MOTION: Commissioner King made a motion to approve the 2024 Legal Services agreement for Mr. Brooke.

SECOND: Commissioner Riggini

YEAS: Commissioner King, Commissioner Riggini, President Henry

ORIGINAL

12.18.2023

AGREEMENT FOR EMPLOYMENT OF DELAWARE COUNTY ATTORNEY-2024

THIS AGREEMENT is made and entered into by and between the Commissioners of Delaware County, Indiana, hereinafter referred to as "Commissioners" and John H. Brooke, attorney, 112 East Gilbert St., Muncie, Indiana, hereafter referred to as "Attorney."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. That the Commissioners hereby employ Attorney to perform legal services and give legal advice, excluding litigation services, in relation to legal matters involving Delaware County and the Commissioners. Attorney hereby accepts said appointment and will render services described above during the term of the Agreement.
2. As compensation for services rendered by Attorneys pursuant to this Agreement, the Commissioners agree to pay Attorney the sum of Thirty-One Thousand Nine Hundred Sixty-Five Dollars (\$31,965.00) annually for the year 2024, payable in the same manner as other employees of Delaware County.
3. The Commissioners agree to pay as additional compensation to Attorneys the amount of Two Hundred Dollars (\$200.00) per hour as reasonable attorney fees for legal services provided by said Attorneys or the firm for any legal work involving litigation issues or extraordinary work tasks such as bond financings or major revisions to personnel policies, assigned by the Commissioners. The Commissioners also agree that to help reduce costs, they shall pay the rate of One Hundred Twenty-five Dollars (\$125.00) for work performed by paralegals of the law firm on matters assigned. Nothing in this Agreement obligates Commissioners to assign extraordinary work tasks to the Attorneys. This additional compensation will be billed monthly to the Commissioners by invoices from Brooke Stevens, PC.
4. Delaware County and the Commissioners will be responsible for payment of any and all discovery related costs, expert witness fees, other consultation services, deposition costs, witness

fees, court costs, and other costs which may be necessary in the defense of Delaware County or to prosecute on behalf of Delaware County or any of their officers, agents or assigns.

5. This Agreement shall be effective as of January 1, 2024, and shall continue in effect until termination.

Dated this 18 day of December 2023.

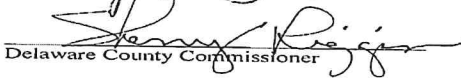
/s/ John H. Brooke
John H. Brooke



President, Delaware County Commissioners



Delaware County Commissioner



Delaware County Commissioner

Attest:


Edward E. Carroll Jr.,
Delaware County Auditor

STOP LOSS INSURANCE

Ms. Pam McCammon, Human Resource Director, presented the Stop Loss Insurance agreement. Ms. McCammon said signatures are needed for the agreement.

Mr. Brooke said the agreement is part of the health insurance that helps to manage the cost of healthcare. Delaware County is primarily self-insured. Delaware County has a stop loss of \$200,000. The agreement is \$35,722, first month estimated premium.

MOTION: Commissioner King made a motion to approve the Stop Loss Insurance agreement.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

Ms. McCammon will provide signatures to the Auditors office

TRUE RX PHARMACY BENEFIT PLAN

Ms. McCammon presented the True RX Pharmacy benefit plan for prescriptions.

MOTION: Commissioner King made a motion to approve the True RX Pharmacy benefit plan.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

Ms. McCammon will provide signatures to the Auditors office

12.18.2023



PHARMACY BENEFIT PLAN DESIGN

ORIGINAL

Account Data	
Account Name & Number:	Delaware County, IN - 01868
BPD Effective Date:	01/01/2024
Grandfathered Status:	Non-Grandfathered
Physical Address:	100 W Main Street Muncie, IN 47305
Client Effective Date:	01/01/2022
POS Rebates:	No
Mailing Address:	100 W Main Street Muncie, IN 47305
TPA Information	
TPA Name:	Imagine 360 (formerly GPA)
Brokerage Firm Information	
Brokerage Firm Name:	Apex Benefits
Account Manager:	Angela Overman - aoverman@apexbg.com
Account Manager:	Nicole Noel - Nicole.noel@innovativerxstrategies.com
Rx Plan Design - Formulary	
Type of Formulary:	Universal <i>Universal formulary with a less restrictive design.</i>
Rx Plan Design - Pharmacy Network	
Type of Network:	Standard <i>65,000 Pharmacies Nationwide; retail chain and independent pharmacies.</i>
Unique parameters regarding pharmacy network (i.e. tiered copays, pharmacy exclusion)?	No
Maximum Dollar Per Rx (Mandatory Prior Authorization for High Cost Medication)	
Max Threshold Amount:	\$2500
Notes:	
Annual Maximums	
Coverage Code 1:	1868
Coverage Code 2:	HDHP
Does the plan combine Medical and Pharmacy dollars?	Yes
Drug List Notes:	Generics + PDL: TRX_HDHP Generic Plus List Bypass DED, \$0 to Member. Custom PDL: TRX_Client 1868 Delaware County Preventive List bypass DED, \$0 to member
Deductible:	Rx Retail, Mail Order plus Medical
Individual:	4000
Family:	8000

BPD ID: 1789

THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING APPROVAL OF EXPANSION OF THE PARK ONE
ECONOMIC DEVELOPMENT AREA AND NEW BREVINI ALLOCATION AREA
RESOLUTION NO 2023-028

Mr. Brad Bookout, representing Revelopment Commission, presented Resolution 2023-028. The resolution is incorporating the new Smyrna Read Mix Concrete (SMR) facility, adjacent to the rail spur into the tax increment financing district (TIF). The improvement will help to pay for the second entrance into Park One. The second entrance into Park One will start during the summer of 2024.

MOTION: Commissioner King made a motion to approve Resolution 2023-028, Expansion of Park One Economic Development area and New Brevini Allocation area.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

12.18.2023

RESOLUTION NO. 2023-028

ORIGINAL

A RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS REGARDING APPROVAL OF EXPANSION OF THE PARK ONE ECONOMIC DEVELOPMENT AREA AND NEW BREVINI ALLOCATION AREA

WHEREAS, the Delaware County ("County") Redevelopment Commission ("Commission") did on April 12, 2000, adopt Amended and Restated Resolution No. 12-2000 ("Declaratory Resolution"), establishing the Park One Economic Development Area ("Original Area"), and the Declaratory Resolution was confirmed by Confirmatory Resolution No. 14-2000 adopted on May 19, 2000 ("Confirmatory Resolution"); and

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the "Area Resolution;" and

WHEREAS, the Area Resolution established various allocation areas, including the Park One Allocation Area, I-69 Allocation Area, the Park Save-A-Lot Allocation Area, the Park Brevini Allocation Area and the New Brevini Allocation Area ("Original New Brevini Allocation Area"), in accordance with IC 36-7-14-39, for the purpose of capturing property taxes generated from the incremental assessed value of real property located in the Original New Brevini Allocation Area; and

WHEREAS, the Area Resolution approved the Economic Development Plan ("Original Plan") which Original Plan contained specific recommendations for economic development in the Original Area; and

WHEREAS, the Board of Commissioners approved the creation of the Original Area and the Original New Brevini Allocation Area; and

WHEREAS, on September 14, 2023, the Commission adopted its Amending Declaratory Resolution with respect to the Area ("Amending Declaratory Resolution"), for the purpose of: (i) expanding the Original Area and Original New Brevini Allocation Area by adding Parcel number 1006300014000 to the Original Area and Original New Brevini Allocation Area as set forth on the maps attached thereto as Exhibit A-1 and Exhibit A-2; (ii) designating Muncie Power Products, Inc. and Smyrna Ready Mix Concrete, LLC each as a "designated taxpayer" for purposes of capturing increases in depreciable personal property assessed value in the Original New Brevini Allocation Area, as expanded; and (iii) adding the construction of infrastructure improvements, including but not limited to roads, water, sewer, sanitary sewer and storm water, together with all necessary appurtenances, related improvements and equipment, all in or physically connected to the Original Area in the list of projects in the Original Plan;

WHEREAS, the Amending Declaratory Resolution was confirmed by an amending confirmatory resolution adopted on November 9, 2023 (collectively with the Amending Declaratory Resolution, "Amending Area Resolution");

4868-2094-5526.3

WHEREAS, IC 36-7-14-41(c) requires that any enlargement of the boundaries of an economic development area be approved by the Board of Commissioners of the County; and


WHEREAS, the Board of Commissioners has reviewed the Amending Area Resolution and previously approved the written order of the Delaware-Muncie Metropolitan Plan Commission regarding the Amending Area Resolution;

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


1. The Board of Commissioners hereby finds and determines that it will be in the best interests of the County to expand the boundaries of the Original Area and Original New Brevini Allocation Area as described in the Amending Area Resolution.
2. The expansion of the Original Area and the Original New Brevini Allocation Area as described in the Amending Area Resolution is hereby approved.
3. This resolution shall be effective from and after passage.

Passed and adopted by the Board of Commissioners of Delaware County, Indiana, this 18th day of December, 2023, by a vote of 3 ayes and 0 nays.

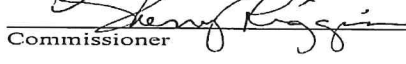
BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA



Commissioner



Commissioner



Commissioner

ATTEST:



Auditor

RESOLUTION OF THE DELAWARE COUNTY, COMMISSIONERS
IDENTIFYING A CERTAIN PROPERTY TO BE TRANSFERRED TO A NONPROFIT ENTITY
ISAIAH 117 HOUSE
RESOLUTION 2023-029

Mr. Brooke presented Resolution 2023-029 Identifying, a Certain property to be Transferred to a Nonprofit Entity for Isaiah 117 House. A deed will be prepared to go along with the resolution at a later date.

MOTION: Commissioner King made a motion to approve Resolution 2023-029, Identifying a Certain property to be Transferred to a Nonprofit Entity for Isaiah 117 House.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

~~RESOLUTION NO. 2023-027~~ I

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

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

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

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

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

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

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

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

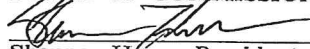
SECTION 2. The Board of Commissioners will conduct a public hearing to consider the transfer of the property to a nonprofit entity and said public hearing shall be set to occur on the 18th day of December, 2023, at 9:00 a.m. in the Delaware County Commissioner's Courtroom, 100 West Main Street, Room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

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

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

DULY ADOPTED by the Board of Commissioners of Delaware County at a public hearing held on this, the 18th day of December, 2023.

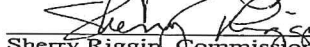
*DELAWARE COUNTY
BOARD OF COMMISSIONERS*



Shannon Henry, President

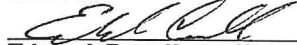


James King, Commissioner



Sherry Riggins, Commissioner

ATTEST:



Edward Carroll, Auditor
Delaware County, Indiana

Exhibit A

Parcel ID Number:
18-11-20-301-009.000-003

Common Address:
Land off Tillotson Ave., Muncie, IN 47302

Acreage:
4.071

DEPARTMENT HEADS AND ELECTED OFFICIALS

*Mr. Brooke presented the report from the Plan Commission, Resolution 2023-07A, Amendment to the Text of the Comprehensive Zoning Ordinance regarding Solar Energy. Mr. Brooke said the Commissioners made an amendment to the Solar Ordinance and Zoning Ordinance and then sent that issue, which dealt with the number of acres allowed to the Plan Commission. This becomes part of the amendment to the ordinance now is that amendment.

President Henry said this completes the entire adoption of those amendments to that ordinance.

Mr. Brooke said that ordinance is now in place. The Commissioners approved the Solar Ordinance that was presented to the Plan Commission with an amendment, that amendment went back to the Plan Commission to amend that part of the ordinance, once the Plan Commission approved it then the ordinance becomes effective and a publication will be done by the Plan Commission and it becomes official 10 days after that.

**Mr. Chuck Zimmers, High Tech Crimes Unit, presented an update for remodeling. Mr. Zimmers ask that the Commissioners fund the materials. Mr. Zimmers is seeking other sources and is in hopes of being in the new office, located on the third floor of the county building by May 2024.

Commissioner King asked if any ARP money could be used.

Mr. Brooke said the money put into the revenue replacement can be used, but would need to be appropriated by Council.

President Henry said there are some problems with the ARP account and Baker Tilly and Mr. Ed Carroll, Auditor, are currently working on this. Until that issue is resolved, President Henry prefers to wait.

Mr. Carroll said his plan is to have this finished with Baker Tilly in January 2024.

Commissioner King recommended Mr. Zimmers come back in January 2024.



Steen Buliding Solutions

K. Matthew Steen
 Business Number 765.215.3486
 7101 W River Rd
 Yorktown, Indiana 47396
 steenbuildingsolutions@gmail.com

ESTIMATE
 EST0005
 DATE
 11/02/2023
 TOTAL
 USD \$36,891.19

TO

Chuck Zimmers

☎ 7657477801

☒ 7657172180

czimmers@co.delaware.in.us

DESCRIPTION	RATE	QTY	AMOUNT
Materials Metal studs Insulation Drywall Drop ceiling Electrical wire Lighting Ductwork HVAC Receptacles Paint Exterior walls will be 2by6 floor to ceiling and 2 layers of 5/8 drywall on both sides of this wall. Steen Building Solutions will supply all material listed above *** omits doors. Use existing doors *** This is a estimate that is subject to change based on additional work requested. Materials have been selected in this estimate by SBS. If materials are changed price is subject to change. Looking forward to working on your project.	\$36,891.19	1	\$36,891.19

TOTAL

USD \$36,891.19



Steen Building Solutions

K. Matthew Steen
 Business Number 765.215.3486
 7101 W River Rd
 Yorktown, Indiana 47396
 steenbuildingsolutions@gmail.com

ESTIMATE
 EST0006
 DATE
 11/02/2023
 TOTAL
 USD \$52,764.92

TO
 Chuck Zimmers
 ☎ 7657477801
 ☐ 7657172180
 czimmers@co.delaware.in.us

DESCRIPTION	RATE	QTY	AMOUNT
Labor Build 2 by 6 floor to ceiling exterior wall using metal studs. SBS will install fire rated insulation SBS will hang 2 layers of 5/8 drywall on both sides of this wall. Interior walls will be built using 2by 4 metal studs Fire rated and sound proof insulation will be installed. 1 layer of 5/8 drywall will be installed on each side of the interior walls Interior walls will be built to 10ft tall 3 office rooms and 1 conference room will have a drop ceilings installed at 8ft tall. LED lights will be installed in offices and hallway. Each office will have 2 dedicated circuits Open space will have 4 dedicated circuits HVAC will drop in each office and have a open return. All walls will have a knock-down finish and be painted to owners selection. This estimate is labor only for all the above listed work and is the following trades: framing, drywall, paint, electrical, and HVAC. *** flooring is omitted from this estimate ***	\$52,764.92	1	\$52,764.92
TOTAL			USD \$52,764.92

***Ms. McCammon said open enrollment has closed and was a success. Out of 630 employees, 40 could not be contacted. Ms. Jenna Kaelin, Ms. Leigh Royal and Ms. McCammon worked two weeks non-stop with open enrollment.

****Mr. Eric Strauch, Weights & Measures said Ms. Sherol Daughtery, Weight & Measures, passed the test to become an Inspector by the State to do testing and certifications on her own.

PAYMENT OF CLAIMS

MOTION: Commissioner Riggin made a motion to pay claims in the amount of \$2,950,573.22.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

PUBLIC COMMENTS

<https://www.youtube.com/watch?v=iZT5EY9whb8>

Mr. Brooke said that Resolution 2023-026 Allowing Public Defenders to have Key Fobs had been tabled. The Judges have resolution this issue with the Public Defenders. The resolution could be removed from the table or it could be permanently tabled.

MOTION: Commissioner King made a motion to permanently table Resolution 2023-026 Allowing Public Defenders to have Key Fobs.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

RECESS

MOTION: Commissioner King made a motion to recess until January 2, 2024.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

The Commissioners with everyone a Merry Christmas and a Happy New Year.


President, Mr. Shannon Henry


Vice President, Mr. James King


Member, Ms. Sherry Riggin


Auditor, Mr. Ed Carroll