

AUGUST 3, 2020 @ 9:04 a.m.
COMMISSIONER'S COURTROOM
COMMISSIONER MEETING
100 W. MAIN STREET
MUNCIE, IN 47305
QUESTIONS MAY BE DIRECTED TO COMMISSIONERS@CO.DELAWARE.IN.US
PLEDGE TO FLAG

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, County Attorney
MS. Donna Patterson, Deputy Auditor

APPOINTMENT(S)

MOTION: Commissioner Riggan made a motion to appoint Mr. Mike Ashely as EMS Director.

SECOND: Commissioner King

Mr. John Brooke, County Attorney, said the job description will need to be revised.

YEAS: Commissioner King, Commissioner Riggan, President Henry

MOTION: Commissioner Riggan made a motion to appoint Mr. John Coutinho as EMA Director.

SECOND: Commissioner King

Mr. Cory Kissick is Deputy Director for EMA.

Mr. John Brooke, County Attorney, said the job description will need to be revised.

YEAS: Commissioner King, Commissioner Riggan, President Henry

APPROVAL OF JULY 20, 2020 MINUTES

MOTION: Commissioner King made a motion to approve July 20, 2020 meeting minutes.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

CONTRACTS OR AGREEMENTS FOR APPROVAL

RAIL SPUR OPERATING AGREEMENT

Mr. Brad Bookout, Economic Development Director, presented the Rail Spur Operating agreement with Good Industries, LLC. This is a great mile stone. Maintenance will be taken over by Good Industries, saving Delaware County \$14,000 per year. The rail spur is now available for all companies in Delaware County.

Mr. Jon Hartman, Good Industries COO, said this has been close to a five year journey. Mr. Harman thanked the Commissioners for their part in getting the agreement complete. Mr. Hartman said their company goal is to work with businesses located in Delaware County and to retain those businesses through transloading and business development along with attracting new business. Good Industries has worked with Norfolk Southern Railroad 26 years and are considered a premier tranloader. Having a good working relationship with Union Pacific railroad gives them an

Delaware County Commissioners meeting held August 3, 2020

advantage outreach west of Mississippi. Good Industries have two facilities in Ohio and Delaware County will be their third.

Mr. Rod Good, President of Good Industries, said they have been in business for over 44 years and will add some business to Delaware County. They are glad to be in Delaware County.

Commissioner Riggan asked about their timeline. How much of a lead way does Good Industries need.

Mr. Good said depending on how many railroads you have to work with, it could take two to six months. Good said before landing a contract it can take up to a year. With Hill's dogfood it took seven years before landing a contract.

President Henry said there is nothing in the agreement relating to shipment of hazard materials.

Mr. Bookout said no hazard materials is shipped and Good Industries does not have a problem with this being stated in the agreement. The rail spur is located in Park One Industrial Park.

The spur was originally part of an incentive pledge for Brevini project, however, due to recession, this did not work out. Delaware County recovered \$1.3 million incentive money from Brevini, Department of Commerce EDA grant paid for a large part of spur with Delaware County matching the balance of that. The county is now able to get revenue generating asset for infrastructure and improvements for Delaware County.

MOTION: Commissioner King made a motion to approve Rail Spur Operating agreement, subject to adding/amending the agreement that hazard materials will not be shipped.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

RAIL SPUR OPERATING AGREEMENT

THIS RAIL SPUR OPERATING AGREEMENT (this "Agreement") is entered into as of the 5th day of August, 2020 (the "Effective Date"), by and between **GOOD INDUSTRIES, LLC**, an Ohio limited liability company ("Good"), and the **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA** ("Board of Commissioners").

RECITALS

WHEREAS, Good is a company with expertise in managing the multi-modal movement of materials, specializing in transloading materials to and from railcars, whose mission is 'Bringing Rail to the Rail-less';

WHEREAS, the Board of Commissioners is the executive of Delaware County, Indiana, owner of the existing rail spur at the Park One Industrial Park as shown on Exhibit A attached hereto (the "Park One Rail Spur"), and is seeking to attract, retain, grow and develop businesses within the boundaries of Delaware County and the surrounding region;

WHEREAS, the Board of Commissioners desires to engage Good to operate the Park One Rail Spur and provide certain services with respect to the transloading, storage, and transportation of materials for companies located in Delaware County, and the surrounding region;

WHEREAS, Good desires to operate the Park One Rail Spur and provide such services, pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. **Definitions.**

- (a) **Inbound Railcars.** The inbound cars may be empty, having been ordered to load with material for local/regional clients and shipped to other destinations, or they may be loaded with material to be offloaded and delivered to local/regional clients.
- (b) **Outbound Railcars.** The outbound cars may be empty, with the material having been offloaded for delivery to local/regional clients, or they may be loaded with material for local/regional clients to be shipped to other destinations.
- (c) **Transloading.** The process of loading railcars with material for shipment, transferred to rail via trucks and trailers, and/or the process of unloading material from railcars to trucks and trailers for delivery. "Material" shall not include any hazardous material, nor shall the term "transloading" be interpreted to have the definition set forth in the federal PHMSA's Hazardous Materials Regulations, codified at 47 CFR § 171.8.

- (d) Storage/Warehousing. Physical storing of material waiting to be loaded on to outbound railcars, or material having been offloaded from inbound railcars waiting to be delivered to clients.
2. Control and Use of Spur. The Board of Commissioners hereby grants Good exclusive control and access to utilize the Park One Rail Spur for rail transloading operations. Good shall have the right to subcontract any, or all, of the following services:
- (a) Track Maintenance
 - (b) Ground Maintenance
 - (c) Switching/Placement of Railcars
 - (d) Transload Build-Out consistent with County and Park One building and zoning codes for storage areas, transloading ramps, undertrack material pits, etc.
3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for two (2) years thereafter, unless earlier terminated in accordance with this Agreement (the "Term"). This Agreement shall automatically renew for an additional four (4) year term following the expiration of the original two (2) year Term unless either party notifies the other of its intent to terminate this Agreement at least ninety (90) days prior to the expiration of the original two (2) year Term.
4. Compensation. Good agrees to pay the Board of Commissioners the greater of either an annual track lease rate of \$5,000 per year, or \$0.50 per ton of material transloaded at the facility. Since this is a start-up transload facility, the current railcar volume is 0 cars per year. The guaranteed minimum payment of \$5,000 will ensure that the Board of Commissioners receives compensation as Good actively builds a client base. It is understood by the parties that the break-even point is roughly 100 railcars per year, as each car holds roughly 100 tons of material. Beyond that level, the Board of Commissioners' annual compensation will continue to grow with increasing railcar volume.
5. Condition and Maintenance of Tracks. Good will assume responsibility for the maintenance of the tracks and internal switches of the Park One Rail Spur during the entire Term of this Agreement. Good's maintenance obligation stated herein shall not become enforceable until an initial inspection is performed by a qualified railroad construction and maintenance firm, the cost of which shall be paid for solely by Good, and the tracks and internal switches are determined to be in proper operating condition. Any repairs necessary to restore the Park One Rail Spur to

acceptable operating conditions will be covered by the Board of Commissioners, after which, Good will assume responsibility for ongoing maintenance.

6. **Right to Purchase.** For the entire Term of this Agreement, Good shall have the right to purchase the Park One Rail Spur in the event the Board of Commissioners desires to pursue its sale. In such event, Good shall have the right to purchase the Park One Rail Spur at a price equal to the highest amount offered by a disinterested third-party purchaser, but in no event shall the Board of Commissioners be required to sell the Park One Rail Spur for an amount that is less than the average of two appraisals conducted by qualified, independent, third-party appraisers within six (6) months before the offer is submitted. The sale of the Park One Rail Spur will not include any transloading equipment owned by Good Industries, nor will it include any transloading clients that Good Industries serves from the Park One Rail Spur.

7. **Management and Operations.** Good shall manage and operate the Park One Rail Spur at Park One in an effective and efficient manner to help further grow Park One, and assist Delaware County's economic efforts to attract, retain, expand and develop businesses. Good will work with the Board of Commissioners to share in marketing and PR efforts to raise the visibility of the park, county and region. The presence of an active, and versatile transloading facility will provide Delaware County with a significant competitive advantage in the region, and Good will leverage its 25+ year relationship working with the Norfolk Southern Railroad so that all area businesses have an opportunity to enjoy the benefits and cost savings of utilizing rail service.

8. **Obligations of Good.**

(a) **Insurance.** During the Term, Good shall maintain the following insurance coverage:

(i) Commercial general liability insurance, including personal injury, and contractual liability coverage, with limits in the amount of \$1,000,000.00 for bodily injury, death, and property damage arising out of any one occurrence and \$2,000,000.00 in aggregate annually;

(ii) Commercial automobile liability insurance with limits not less than \$1,000,000 per occurrence for bodily injury, death, and property damage;

(iii) Workers Compensation Insurance in the required statutory amounts; and

(iv) Employer's Liability Insurance in the amount of \$1,000,000 per person.

(b) The Board of Commissioners shall be covered as an additional insured on Good's commercial general liability insurance and commercial automobile liability policies.

Good shall provide the Board of Commissioners at least thirty (30) days' advance notice before its insurance may be cancelled or non-renewed (or ten (10) days if cancelled due to nonpayment of premium). Good shall provide the Board of Commissioners with evidence of the insurance coverage required by this Agreement in the form of a certificate of insurance prior to the commencement of the Term.

9. **Obligations of the Board of Commissioners.**

- (a) **Insurance.** During the Term, the Board of Commissioners shall maintain property insurance to cover the access drive, track, and related property.
- (b) **Other.** The Board of Commissioners will:
 - (i) Provide Good with access to three-phase electric at the transloading facility, unless, at the Board of Commissioners' discretion, providing such access would be cost prohibitive;
 - (ii) Allow Good to install, at its sole cost, adequate lighting approved by the Board of Commissioners in advance to illuminate the access drive and track at the transloading facility to permit operations during non-daylight hours. Good shall be solely responsible for all costs of utility services used in its operations of the Park One Rail Spur.

10. **Events of Default/Termination.**

- (a) **Good Default.** Good shall be deemed in default under this Agreement (an "Event of Default") upon the occurrence of any of the following:
 - (i) Good fails to perform any of its obligations under this Agreement and such failure continues for thirty (30) days after Good receives written notice from the Board of Commissioners of such failure, or such longer period of time as may be deemed reasonably necessary to cure such failure so long as Good commences the cure within said initial 30-day period and thereafter diligently prosecutes such cure to completion;
 - (ii) Good files a voluntary petition of bankruptcy, is adjudicated bankrupt, or becomes insolvent;
 - (iii) Good makes an assignment for the benefit of creditors; or

- (iv) Good fails to maintain the insurance required to be maintained by Good under this Agreement.

Upon the occurrence of an Event of Default under this Section 10(a), the Board of Commissioners shall have the right to (1) terminate this Agreement upon written notice to Good, and (2) exercise any other remedies available under law and/or equity. However, Good shall promptly notify the Board of Commissioners in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Good. If Good enters into any voluntary or involuntary receivership bankruptcy or insolvency proceedings, this Agreement may be immediately canceled at the Board of Commissioners' option; provided that the Board of Commissioners shall be given prompt access to the facility to retrieve all Materials. In addition to the foregoing remedies, if Good fails to pay any amounts due to the Board of Commissioners under this Agreement within thirty (30) days of the due date, such fees shall thereafter accrue interest, which shall be immediately due and payable, at the rate of 10% per annum or 0.83% per month.

- (b) Board of Commissioners Default. The Board of Commissioners shall be deemed in default under this Agreement (an "Event of Default") upon the occurrence of any of the following:
 - (i) The Board of Commissioners fails to perform any of its obligations under this Agreement and such failure continues for thirty (30) days after the Board of Commissioners receives written notice from Good of such failure, or such longer period of time as may be deemed reasonably necessary to cure such failure so long as the Board of Commissioners commences the cure within said initial 30-day period and thereafter diligently prosecutes such cure to completion;
 - (ii) The Board of Commissioners fails to maintain the insurance required to be maintained by the Board of Commissioners under this Agreement.

Upon the occurrence of an Event of Default under this Section 10(b), Good shall have the right to (1) terminate this Agreement upon written notice to the Board of Commissioners, and (2) exercise any other remedies available under law and/or equity. In addition to the foregoing remedies, if the Board of Commissioners fails to pay any amounts due to Good under this Agreement within thirty (30) days of the due date, such fees shall thereafter accrue interest, which shall be immediately due and payable, at the rate of 10% per annum or 0.83% per month.

11. Indemnification.

- (a) The Board of Commissioners shall indemnify, defend, and hold harmless Good from and against any and all claims, complaints, causes of action, and resulting fines, penalties, liabilities, judgments, losses, costs, injuries, damages of every kind and character, and expenses, including reasonable attorneys' fees (collectively, "Claims"), to the extent such Claims directly result from: (i) willful misconduct or negligent acts or omissions by the Board of Commissioners, its employees, representatives, agents or subcontractors, (ii) the Board of Commissioners' breach of this Agreement, or (iii) violations of any applicable law, rule or regulation by the Board of Commissioners, its employees, representatives, or subcontractors.
- (b) Good shall indemnify, defend, and hold harmless the Board of Commissioners from and against any and all claims, complaints, causes of action, and resulting fines, penalties, liabilities, judgments, losses, costs, injuries, damages of every kind and character, and expenses, including reasonable attorneys' fees (collectively, "Claims"), to the extent such Claims directly result from: (i) willful misconduct or negligent acts or omissions by Good, its employees, representatives, agents or subcontractors, (ii) Good's breach of this Agreement, or (iii) violations of any applicable law, rule or regulation by Good, its employees, representatives, agents or subcontractors.

12. LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES SUFFERED AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS.

13. Compliance with Laws. The parties hereto shall comply in all material respects with all applicable federal, state and local laws, statutes, executive orders, rules, regulations and ordinances in the performance of their obligations under this Agreement.

14. General Terms.

- (a) Entire Agreement. This Agreement sets forth the entire Agreement of the parties with respect to the subject matter hereof.
- (b) Amendments, Waivers and Modifications. No amendment, waiver, termination or other modification of the provisions of this Agreement will be effective unless it is in writing and signed by the parties hereto.
- (c) No Implied Waivers. No delay on the part of a party hereunder in exercising any right, power, or privilege granted to such party hereto shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

- (d) Partial Invalidity; Severability. If any provision of this Agreement is invalid or is held illegal or unenforceable, then notwithstanding any such invalidity, illegality or unenforceability of such provision, the remainder of this Agreement shall subsist and shall be in full force and effect as though such invalid, illegal or unenforceable provision had been omitted from this Agreement.
- (e) Notices. Any notice or demand required or permitted to be given hereunder, shall be in writing, signed by the party giving or making the same, and shall be delivered by first-class mail or by personal hand delivery, to the other party at its notice address set forth hereafter:

If to Good:

Good Industries, LLC
 7076 North Main Street
 Camden, Ohio 45311
 Attn: Jon Hartman

If to the Board of Commissioners:

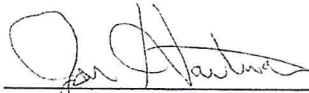
Delaware County Board of Commissioners
 100 West Main Street, Room 309
 Muncie, Indiana 47305
 Attn: President

A party may change the place to which any notice or demand is sent to by sending notice compliant with this Section. The date of mailing of any such notice or demand shall be deemed to be the date of such notice or demand and shall be effective from that date.

- (f) Incorporation by Reference. All exhibits attached hereto, as the same may be amended from time to time, shall be deemed to be incorporated herein by reference as though fully set forth herein.
- (g) Governing Law/Jurisdiction. This Agreement shall be constructed in accordance with, and the rights of the parties hereunder shall be governed by, the laws of the State of Indiana. Any action arising out of this Agreement shall only be brought in a court of competent jurisdiction located in the State of Indiana and the parties hereto hereby consent to proper jurisdiction, without regard to its conflicts of law principles.
- (h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be deemed original for all purposes.

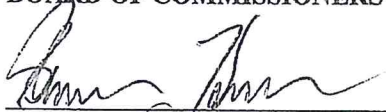
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date stated herein.

GOOD INDUSTRIES, LLC

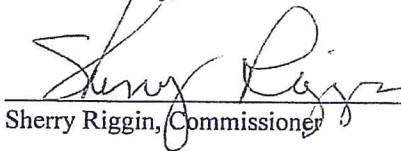


Jon Hartman, COO

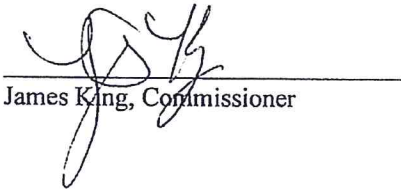
**THE DELAWARE COUNTY
BOARD OF COMMISSIONERS**



Shannon Henry, President




Sherry Riggins, Commissioner



James King, Commissioner

ATTEST:



Steven G. Craycraft, Auditor
Delaware County, Indiana

SCHNEIDER / GIS PARCEL MAINTENANCE – KYLE JOHNSON CHIEF INFORMATION OFFICER

Mr. Kyle Johnson, Chief Information Officer, said this will be for basic parcel maintenance and combines. Funds have been transferred for 2020 and added to 2021 budget.

MOTION: Commissioner King made a motion to approve Schneider/GIS Parcel Maintenance agreement.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry



**PROFESSIONAL
SERVICES AGREEMENT**

ORIGINAL

This Agreement is made and entered into by and between **Schneider Geospatial**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Delaware County, Indiana**, whose place of business is: 100 West Main Street, Room 206 Delaware-Muncie Metro Plan Muncie, IN 47305 ("CLIENT").

1 Services.

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

A. Parcel Maintenance

i. Parcel Maintenance Setup

- a. PROFESSIONAL will coordinate with CLIENT to determine:
- Cadastral data layer maintenance procedures
 - Cadastral data layer location
 - Necessary attribute requirements

ii. Parcel Maintenance

- a. PROFESSIONAL will complete split / combinations based on CLIENT requests.
- b. Parcel data maintenance will be performed on the CLIENT's existing parcel polygon data layer in Esri® shapefile, personal or file geodatabase format.
- The parcel polygon data layer will be attributed with the parcel number.
- c. PROFESSIONAL will utilize parcel polygon data maintenance techniques such as, Coordinate Geometry (COGO), splits by aliquant parts, merging, etc. in an Esri® based environment.
- d. PROFESSIONAL will update ancillary data layers currently available and listed below that are affected by the split / combination.
- Lots
 - Subdivision
 - Corporate boundary
- e. Existing ancillary data layer attributes would be maintained and populated with the appropriate attributes found on the source documents (i.e. subdivision name, lot numbers) as defined during the Parcel Maintenance Setup.
- f. PROFESSIONAL will enter all of the splits that occur into the GIS either through a remote connection to the CLIENT's computer or at PROFESSIONAL's office. This will be in support of (but not replacing) the current workflow regarding data entry into your CAMA and TAX systems.
- g. The CLIENT will provide all documentation (i.e. deeds, surveys, plats, etc.) in either hard copy or digital format for the split / combination and the parent and child parcel number.
- h. A predefined weekly or bi-weekly schedule would be setup to meet the CLIENT's needs.
- i. Upon CLIENT request PROFESSIONAL will provide a copy of the maintained parcel layer once annually to CLIENT's designated state agency.
- j. PROFESSIONAL will only adjust the features that are affected by the split / combinations that are provided by CLIENT. PROFESSIONAL reserves the right to determine if any data alignment, data quality control, or overall data improvement request would need to be handled as a separate project. PROFESSIONAL would provide a scope and favorable pricing if such services are necessary.

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

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216
www.SchneiderGIS.com

DeLand, Florida
112 West New York Avenue
Suite 205
DeLand, FL 32720

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

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

- i. Parcel Maintenance Setup: **\$1,080**
- ii. Parcel Maintenance: **\$9,660**

Payment Schedule

Year 1	September 1, 2020 – December 31, 2020: (Setup: \$1,080, Maintenance: \$3,220-prorated)	\$4,300
Year 2	January 1, 2021 – December 31, 2021:	\$9,660

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

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

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice/>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

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

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

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

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

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

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

Pricing is valid through August 31, 2020.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
Delaware County, Indiana

By: *[Signature]*

Print: SITARNUT HENRY

Title: Commissioner President

Date: 08-03-2020

UNITED WAY GRANT

Ms. Emily Anderson, Court Administrator, said this is to get the program marketed through the United Way grant for \$500 to \$2000.

MOTION: Commissioner King made a motion to approve United Way Grant.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry



United Way of Delaware,
Henry & Randolph Counties

ORIGINAL

**United Way
Economic Relief Initiative
Response Phase Application**

Please contact Jim Flatford at jflatford@uwdcin.org
or call 765-288-5586 ext. 303
for more information about this application.

*We engage the community to improve lives
by focusing resources on Education, Income and Health*

**United Way of Delaware, Henry & Randolph Counties
400 North High Street, Suite 300
Muncie, IN 47305
Phone: 765-288-5586
www.invitedtoliveunited.org**

ELIGIBILITY REQUIREMENTS

In response to the COVID-19 outbreak and economic fallout, **this funding can be used for organizational needs as well as for direct client assistance for food, utilities and rent/mortgage assistance, childcare, PPE, household supplies and other emergent needs.** Due to the fluid situation of this emergency, organizations will be permitted to apply for emergency funding more than once as additional needs arise. To be eligible for ERI Response Funding from United Way of Delaware, Henry & Randolph Counties, applicant organizations must:

- Be recognized by the IRS as a non-profit under IRS code 501(c)3
- Serve residents in Delaware, Henry or Randolph County
- Have an emergent organizational need or have process to provide direct individual assistance for emergent needs
- Be able to provide a simple report detailing how funding was used including purpose and numbers served
- In keeping with UWDHRC's vision and mission, we prioritize organizations and groups whose work benefits people with low incomes, communities of color, and historically and/or systematically marginalized people ([Here's why](#))

APPLICATION INSTRUCTIONS

Organizations should use this application to request emergency response funds. Below are the instructions to aid you as you complete the application:

- Answer all questions in the column to the right of the questions in the tables. Tables will expand as you enter your responses but be sure to not exceed the character limit.
- Follow all character limits when responding to questions. Character limits do not include spaces in character count. Character count can be found by highlighting the text you would like counted and clicking the word count on the left side of the bottom toolbar. Character count can also be found in the Word Count function under the "Tools" or "Review" menus in the top toolbar. Look for the count next to "Characters (no spaces)."

REPORTING INDICATORS

If awarded funding, grantees will be asked to track the outputs and outcomes of the grant. Please use the indicators below if applicable:

- # of individuals who access affordable housing, financial products, and/or services
- # of individuals participating in healthy food access/nutrition programs
- # of children (0-5) enrolled in childcare or early childhood programs

United Way staff will work with grantees to establish additional outcomes and indicators for each grant.

SUBMISSION INSTRUCTIONS

Please submit the completed application to Jim Flatford at jflatford@uwdcin.org. If you have any questions or concerns please contact Jim Flatford (contact information listed on cover page).

Upon completion of the application, please submit via email to Jim Flatford at jflatford@uwdcin.org.

**United Way of Delaware, Henry & Randolph Counties
Economic Relief Initiative—Response Phase Application**

Organization Information	
Organization Name:	
Leadership Name & Title:	
Telephone:	
E-Mail:	
(If different than above) Application Contact Name & Title:	
Telephone:	
Email:	
Address:	
Organization is Certified as a 501(c)(3) and in Good Standing:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Brief Agency Description: [2500 characters maximum]:	

Emergency Information	
Please briefly describe the needs that this funding would address. [3000 characters maximum]:	
Please describe the geography that will be served by this funding.	
Please detail how many clients you would assist with direct assistance or how many would be affected with organizational funding. (Please use reporting indicators listed in instructions if applicable) [3000 characters maximum]:	

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Funding Request and Budget Information	
Amount of Funding Request:	
Please provide a simple budget for how funds would be used. (You may also attach the budget to this document)	
If you do not receive the full amount requested, how will that affect your organization? [2500 characters maximum]:	

Upon completion of the application, please turn in via email to Jim Flatford at jflatford@uwdcin.org.

Anna Johnson
Sept 15
Sherry Ryznar
Joanna Patterson
Chief Deputy Auditor

EMERGENCY DECLARATION 2020-15

Mr. Brooke said the Emergency Declaration 2020-15 has been extended to September 2, 2020.

MOTION: Commissioner King made a motion to approve Emergency Declaration 2020-015.

SECOND: Commissioner Henry

YEAS: Commissioner King, Commissioner Riggin, President Henry

ORIGINAL

**Disaster Emergency Declaration
2020-15**

Delaware County, Indiana

- WHEREAS, the President of the United States, on March 13, 2020, has declared a nationwide emergency concerning the spread of COVID-19 viral infections, and
- WHEREAS, the Governor of the State of Indiana, on March 16, 2020, has made an emergency declaration in response to the Coronavirus (COVID-19) disease epidemic; and
- WHEREAS, the County Health Officer has determined that certain measures should be put into place to lessen the potential spread of the COVID-19 virus including the closing of some local businesses; and
- WHEREAS, pursuant to I. C. 10-14-3-29(a) the Board of Commissioners of Delaware County, IN hereby makes a local disaster emergency declaration; and
- WHEREAS, the Governor has adopted Executive Orders 20-25 through 20-39 as map for continued protection from the COVID-19 threat as well as a map of reopening the State and County; and
- WHEREAS, the Governor has extended the current declaration of a public health emergency in Executive Order 20-38 to September 2, 2020; and
- WHEREAS, the Board of Commissioners of Delaware County, Indiana have determined that in response to the emergency believes that the Governor's order should be made a part of the County's Emergency Declaration for consistency and continuity and that the Emergency Declaration should be extended.

NOW THEREFORE WE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA HEREBY DECLARE THAT:


1. A local public health disaster continues to exist in the County and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in the entire County, including incorporated areas for the exercise of all necessary emergency authority for protection of the lives and property of the people of this County and the restoration of local government with a minimum of interruption. **This Emergency Order is effective immediately and shall be in place until the end of business September 2, 2020.**
2. The Board of Commissioners adopt the Governor's Executive Order 20-32 through 20-39 in whole as part of their emergency declaration and plan to return to get back on track.


3. All members of the public that conduct business in any county building or facility shall maintain a social distance of at least 6 feet between individuals at all times. Employees shall be required to wear face coverings in all public areas of county facilities, in areas where the employee can not maintain a social distance of 6 feet between another employee or a member of the public or where the employee has existing underlying health conditions prohibits wearing a face covering. Member of the public are required to wear a face mask or other covering which covers the person's mouth and nose during their business in the County Building unless the member of public prohibits a face covering because of an underlying health condition prohibits wearing a face covering..
4. The Governor's Executive Orders 20-32, 33, 34, 35,36, 37, 38 and 39 are incorporated by reference and made a part of this Emergency Declaration.
5. In instances where an individual must visit a retail business, the business shall follow the proper social distancing requirements in Executive Order 20-32 and the guidelines from the Center for Disease Control (CDC).
6. Those residents that are 65 and older and those with known high-risk health conditions should adhere to social distancing requirements and be cautious at work and in their communities.
7. Residents that have symptoms, may have been exposed, have high-risk health conditions as well as others that desire peace of mind are encouraged to be tested for COVID-19 at the local facilities.
8. Social gatherings of up to 250 people may take place following CDC recommended social distancing guidelines.
9. Any gathering of more than 250 people must first get the approval of the Delaware County Health Department as per Executive Order 20-36.
10. The Stage 4.5 guidelines for the State of Indiana are implemented for Delaware County, IN.

- 11. All individuals are encouraged to wear masks when going out to businesses, grocery stores or outside of their residence for any essential purpose.
- 12. This Emergency Declaration shall supersede and replace all prior Emergency Declarations made the by Board of Commissioners prior to this Emergency Order.
- 13. The Commissioners determine that all government operations are essential as the government operations from March 23, 2020 to the present and all essential governmental functions are operating and available to the public through remote or electronic access, as needed.
- 14. Violations of this order will be turned over to the Governor's Enforcement Response Team as setforth in Executive Order 20-26 for investigation and enforcement.
- 15. This Emergency Order shall remain valid until September 2, 2020.

In witness, whereof, we have hereunto set our hand this 3rd day of August, 2020.

Delaware County Board of Commissioners


Shannon Henry, President


James King, Vice President


Sherry Riggini, Member

Attest: 
Steven G. Craycraft, County Auditor

ORDINANCES FOR SECOND READING
DELAWARE COUNTY COMMISSIONERS ORDINANCE FOR PROBLEM SOLVING COURT GRANT
JUVENILE FAMILY RECOVERY COURT
ORDINANCE 2020-010

Ms. Anderson said this is to set up the fund for the \$9500 grant.

MOTION: Commissioner King made a motion to approve Ordinance 2020-010, Ordinance for Problem Solving Court Grant Juvenile Family Recovery Court.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

ORDINANCE 2020-010

ORIGINAL

DELAWARE COUNTY COMMISSIONERS
ORDINANCE FOR PROBLEM SOLVING COURT GRANT-JUVENILE FAMILY RECOVERY
COURT

WHEREAS, the Delaware County Juvenile Court has established a Family Recovery Court; and

WHEREAS, the Delaware County Juvenile Court is being awarded funds toward this program; and


WHEREAS, the Board of Commissioners is supportive of the Delaware Juvenile Court Family Recovery Court receiving these funds and needs to set up a separate fund for the deposit and use of the funds by the Delaware County Juvenile Court.


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


1. A Separate fund shall be established by the Delaware County Auditor for the purpose of receiving any and all funds for the Problem Solving Court Grant - Juvenile Family Recovery Court as awarded by the State of Indiana for the Problem Solving Court Grant.
2. Said funds shall reimburse expenses spent and shall be used by the Delaware County Juvenile Court, without appropriation, as per specified by the Problem Solving Court Grant.

Passed and adopted by the Board of Commissioners on the 3 day of August, 2020.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA


Shannon Henry, President


James King, Vice President


Sherry Riggins, Member

ATTEST:


Donna Patterson, Chief Deputy
Steven Craycraft, Delaware County Auditor

RESOLUTIONS FOR APPROVAL

**RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPROVING THE TRANSFER OF COUNTY-OWNED SURPLUS PERSONAL PROPERTY TO THE TOWN OF SELMA, IN
RESOLUTION NO. 2020-032**

Mr. Brooke said this is the first step for Town of Selma to receive the lift truck from Delaware County Highway. This is declared surplus for Highway department. Town of Selma will have to create a similar resolution so that the lift truck can be transferred to Town of Selma for their use.

MOTION: Commissioner King made a motion to approve Resolution 2020-032, Approving Transfer of County-Owned Surplus Personal Property to Town of Selma, IN.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

RESOLUTION NO. 2020-032*ORIGINAL*

**RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
APPROVING THE TRANSFER OF COUNTY-OWNED SURPLUS PERSONAL
PROPERTY TO THE TOWN OF SELMA, INDIANA**

WHEREAS, the Delaware County Board of Commissioners own personal property identified in EXHIBIT A, attached hereto (hereinafter, the "Property"), which has been recently categorized as surplus and suitable for disposal by the Delaware County Board of Commissioners as permitted pursuant to the provisions of Ind. Code § 5-22-22-1 *et seq.*;

WHEREAS, the Town Council for the Town of Selma, Indiana desires to acquire the Property from the Delaware County Commissioners to be used for various Town-related purposes; and

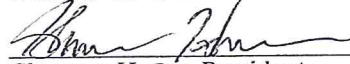
WHEREAS, pursuant to Ind. Code § 5-22-22-10, the Delaware County Commissioners desire to transfer said Property to the Town of Selma, Indiana, subject to acceptance of said Property by the Town Council for the Town of Selma, Indiana.

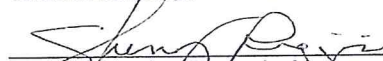
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

1. The Delaware County Board of Commissioners hereby agree to transfer the Property identified in EXHIBIT A, attached hereto, to the Town of Selma, Indiana for no consideration and upon acceptance of the Property by the Town Council for the Town of Selma, Indiana.
2. The Town's acceptance of the Property shall be demonstrated by the adoption of a substantially identical resolution by the Town Council for the Town of Selma, Indiana indicating its acceptance of the Property from the Delaware County Board of Commissioners.
3. The Delaware County Auditor shall provide an executed copy of this Resolution to the Town Council for the Town of Selma, Indiana and, upon receipt of a substantially similar resolution adopted by the Town Council for the Town of Selma, Indiana the President of the Delaware County Board of Commissioners shall be authorized to execute all necessary documents to facilitate and carry out said transfer of the Property to the Town of Selma, Indiana as may be requested by the Town Council for the Town of Selma, Indiana.
4. This Resolution shall be effective upon adoption.

DULY ADOPTED by the Board of Commissioners of Delaware County at a duly noticed public meeting held on this, the 3 day of August, 2020.

*DELAWARE COUNTY
BOARD OF COMMISSIONERS*


Shannon Henry, President


Sherry Riggan, Commissioner


James King, Commissioner

ATTEST:


Steven Craycraft, Auditor
Delaware County, Indiana

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to pay claims in the amount of \$1,604,658.22.

MOTION: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

Ms. Liz Yetter, Southern Indiana Cooperative Invasives Management, presented information regarding CISMA (Cooperative Invasives Species Management). Groups are being formed for each county in State of Indiana. Delaware County currently has a mission statement and has had two events.

General information on the CISMA project can be found at <http://www.sicim.info/cisma-project>.

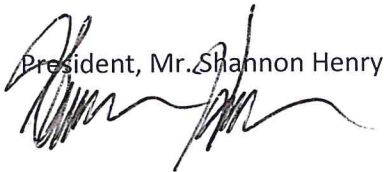
liz@sicim.info

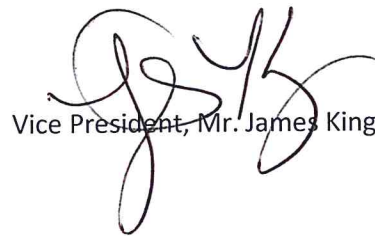
RECESS

MOTION: Commissioner King made a motion to recess until August 17, 2020.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry


President, Mr. Shannon Henry


Vice President, Mr. James King

Member, Ms. Sherry Riggin


Auditor, Mr. Steven G Craycraft