# DELAWARE COUNTY COMMISSIONER'S MEETING MONDAY, OCTOBER 16, 2017 @ 9:00 A.M. ROOM 309 A, 100 WEST MAIN STREET MUNCIE, IN 47305

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riggin

Mr. Steven G. Craycraft

Mr. John Brooke, Attorney

### **PUBLIC HEARING**

# APPLICATION FOR ASSIGNMENT OF TAX SALE CERTIFICATE TO A NONPROFIT CORPORATION 616 N. BROADWAY – MUNCIE, IN

Ms. Janet Kesler, Tax Sale Clerk, said that the interested party had been notified of the public hearing, however, no one attended.

MOTION: Commissioner Henry made a motion to close the public hearing.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner King, President Henry

## **APPOINTMENT**

## FAIR BOARD APPOINTMENT

Ms. Melanie Marshall, Fair Board member, said due to personal reasons, Mr. Dale Astrop will no longer serve as a Fair Board member.

MOTION: Commissioner Riggin made a motion to approve Ms. Nancy Carlson as the appointment to the Fair

Board. Ms. Carlson will fulfill Mr. Astrop appointment through December 31, 2018.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner King, President Henry

# **TABLED BUSINESS**

# AGREEMENT FOR COLLECTION OF PERSONAL PROPERTY TAXES

Remain tabled

Mr. John Brooke, County Attorney, said he is working with Mr. Ed Carroll, Treasurer regarding the agreement.

## APPROVAL OF MINUTES

MOTION: Commissioner Riggin made a motion to approve October 2, 2017 minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

## CONTRACTS OR AGREEMENTS FOR APPROVAL

SUE BEESLEY - BINGHAM GREENEBAUM DOLL LLP - EMPLOYMENT AGREEMENT

Mr. Brooke, presented the agreement with Bingham Greenebaum Doll LLP to accept employment in connection with the jail project for Delaware County (see below).

MOTION: Commissioner Henry made a motion to approve the Bingham Greenebaum Doll LLP agreement.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

#### EMPLOYMENT AGREEMENT

AGREEMENT WITH:

Board of Commissioners of Delaware County

100 W. Main Street Muncie, IN 47305

PROJECT:

Jail Project

This document lists the terms of employment of Bingham Greenebaum Doll LLP (the "Firm") as special counsel for Delaware County, Indiana (the "County") in connection with the project described above.

The time of each attorney who may work on your project is billed at differing hourly rates. Each attorney's rate depends on his or her experience and skill for the type of work required by the project, and the novelty and complexity of the issues involved. Paralegals and clerks also have hourly rates. Rates are reviewed annually. Time spent on a project is recorded daily. Examples of time which is recorded are time involved in research, investigation, telephone calls, travel, conferences, court appearances, preparation, drafting, correspondence and organizing files, evidence and materials.

Charges, in addition to time charges, will be made for certain items. Examples include charges for photocopies, long-distance telephone calls, travel, postage, overnight delivery, facsimile, deposition or transcript fees, witness fees, filing fees, court costs, computer research, messenger service, and secretarial overtime. The Firm may request that you pay a third-party vendor of goods or services directly for any charges which exceed One Hundred Dollars (\$100).

Bills will be sent monthly. Payment is due upon receipt.

The County or the Firm may terminate the Firm's representation at any time, effective only upon receipt of written notice. In such event, appropriate arrangements will be made for delivery of the County's files and payment for the Firm's services. Any termination by the Firm would only be in accordance with its ethical obligations to you, local Rules of Court and the Indiana Rules of Professional Conduct.

We may have performed certain legal services and incurred charges before you sign this agreement. We will bill for these services and charges in our first statement.

The County is hiring us only in connection with the project described in the beginning of this agreement. If the County later desires to use us for other matters and we accept the representation, we may ask that a separate agreement be executed for the other project. The new

agreement may contain terms different from those contained in this one. If no additional agreement is executed, this agreement will apply to the new projects.

We ethically cannot guarantee any particular result that we may obtain on your behalf. However, we will provide competent and diligent representation, with the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Bingham Greenebaum Doll is enrolled in and verifies the work eligibility status of all newly hired employees of Bingham Greenebaum Doll through the E-Verify program. Pursuant to I.C. 22-5-1.7-11, Bingham Greenebaum Doll is not required to verify the work eligibility status of all newly hired employees of Bingham Greenebaum Doll through the E-Verify program if the E-Verify program no longer exists.

As required by I.C. 5-22-16.5, Bingham Greenebaum Doll certifies that it has not and is not engaged in investment activities in Iran.

In the event Bonds are issued for this project, the following terms may apply:

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds. As Bond Counsel, we will: examine applicable laws; prepare all resolutions and ordinances necessary to authorize and secure the Bonds and other authorizing documents; consult with the parties to the transaction prior to the issuance of the Bonds; prepare documentation to be included in, and review, a certified transcript of proceedings; and undertake such additional duties as we deem necessary to render our opinion. Additionally, if you need our assistance on real estate title and conveyance matters (including compliance with I.C. 36-10-3-23 in the event the land site for the project is not presently owed by the County), construction matters, bond disclosures (in the event the issuance is not undertaken as a private placement), post issuance bond services or other matters that are outside the scope of the traditional responsibilities of bond counsel ("Additional Services"), we will separately describe such service in a supplement to this letter should you request we undertake such additional duties. Unless so undertaken in writing, no Additional Services are being undertaken by us.

Subject to completion of the proceedings to our satisfaction, we will render our opinion that, among other things, the Bonds are valid and binding obligations of the County in accordance with the terms and provisions thereof and secured by a pledge of and payable solely out of a special fund established for such purpose and that the interest on the Bonds is: (i) exempt from gross income for federal income tax purposes, and (ii) exempt from Indiana income taxes (subject to certain limitations which will be expressed in the opinion). The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on the facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged as part of Additional Services) to provide continuing advice to the County, the County or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. We do not review the financial condition of the County, the feasibility of the project to be financed with Bond proceeds, or the adequacy of the security provided to Bond owners, and will express no opinion relating thereto. As Bond Counsel, we do not advocate the interests of the County, the County or any other party to the transaction in connection with the financing transaction except in the rendering of the Additional Services. We assume that the County and the County will be represented by its counsel and that other parties to the transaction will retain such counsel as they deem necessary or appropriate to represent their interests in the transaction.

As Bond Counsel, unless separately engaged, we will not assume or undertake responsibility for the preparation of an official statement or other disclosure documents with respect to the Bonds, nor are we responsible for performing any independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is adopted and approved by the County, our responsibilities will include the preparation or review of any description therein of (i) Indiana and federal law pertaining to the validity of the Bonds and the tax treatment of interest paid thereon, (ii) the terms of the Bonds, and (iii) our opinion.

Our fees will be based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter (excluding Additional Services), and (iii) the time we anticipate devoting to the financing. A final fixed fee will be agreed to in advance of the closing. In addition, we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges and other necessary office disbursements. We would expect these charges to be approximately \$1,000 (excluding travel to the national rating agencies which we would not anticipate to be necessary).

If for any reason the financing is not consummated or is completed without the rendition of our opinion as bond counsel or if we provide Additional Services, we would expect to be compensated based upon time actually spent on as hour rate basis as in effect from time to time, plus out-of-pocket expenses. Absent a mutually agreed upon alternate arrangement, we would expect our fee to be paid no later than the Closing out of Bond proceeds.

We are pleased to be of service to you.

BINGHAM GREENEBAUM DOLL LLP

y: Man M. (33 moles)
Sue A. Beesley

ACCEPTANCE

Accepted and agreed to this /f day of oche, 2017.

DELAWARE COUNTY, INDIANA

By:

President, Board of Commissioners

# ORDINANCES FOR SECOND READING

AN ORDINANCE TO AMEND ORDINANCE NO. 2015-15 ORDINANCE NO. 2017- 027

MOTION: Commissioner Henry made a motion to approve Ordinance 2017-027, An Ordinance to Amend

2015-015, Board of Health permit fees. SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Ordinance No. 2017 - 027

# ORIGINAL ORDINANCE TO AMEND ORDINANCE NO. 2015-015

WHEREAS, the Board of Health has established fees for permits and services; and

WHEREAS, on 08/17/2015 the Board of County Commissioners adopted and passed Ordinance 2015-015 which amended the Board of Health Permit Fees.

NOW THEREFORE BE IT ORDAINED that the Delaware County Board of Health is hereby authorized to charge and collect the following fees as set forth herein:

Vital Records		
	Birth Certificates	\$15.00
	Paternity Affidavit	\$30.00
	PA upon Marriage	\$30.00
	Affidavit to Amend Record	\$30.00
	Filing Home Birth	\$30.00
	Correction by Notification	\$10.00
	Death Certificates	\$13.00
	Genealogical Services	
	Name Search (per name)	\$5.00
	Uncertified Death Record Hard Copy	\$10.00
	Plastic Certificate Sleeves (each)	
	Wallet	\$1.00
	Standard	\$2.00
	Duplicate Record	\$5.00
Food Safety		
•	Food Establishment Plan Review*** (change of	
	Ownership with Remodel, Remodel, or New	
	Establishment):	
	Submitted 30 or more days in advance	\$180.00
	Plan Review Expediting Fee (additional fee	\$100.00
	If submitted less than 30 days in advance)	
	Food Establishment Plan Review*** (change of	
	Ownership with No Remodel Occurring or	
	Required):	
	Submitted 30 or more days in advance	\$100.00
	Plan Review Expediting Fee (additional fee	\$100.00
	if submitted less than 30 days in advance)	
	Full Plan Review Necessary Additional Fee	\$80.00
	Plan Review Renewal	\$50.00
	Food Establishment*†:	
	0 to 999 sq ft	\$150.00
	1000 to 1999 sq ft	\$215.00
	2000 to 2999 sq ft	\$280.00
	3000 to 4999 sq ft	\$360.00
	5000 sq ft and larger	\$430.00
	Schools: K-12*+ (per location)	\$100.00
		J.00.00

	County Government*† (per location)	\$100.00
	Soup Kitchen	\$0.00
	Temporary Food Establishment (per 3 day event)	\$35.00
	Temporary Food Establishment (per 14 day event)	\$70.00
	Annual Temporary Food Establishment*†	\$250.00
	(operating only at Registered Events)	
	Mobile Food Establishment*† (requires	\$140.00
•	commissary)	
	Commissary*†	\$100.00
	Banquet/Community Kitchen*†	\$100.00
	Bed and Breakfast*†	\$215.00
	Food Service Event Registration	
	Registered 30 days or greater in advance	\$35.00
	Registered 29-15 days In advance	\$50.00
	Registered 14 days or less in advance Catering Operation*†	\$70.00
	Farmer's Market Food Establishment*† (valid only	\$140.00
	at Registered Farmer's Markets)	\$70.00
	Vending Machine*† (each: Annual Fee)	4
	Violation Repeat Inspection Fee	\$15.00
	Late Fee (after January 1st of permit year)	\$70.00
	Re-Open After Closing Fee (enforcement Action)	\$100.00
	ne-open Arter closing ree (emorcement Action)	\$70.00
Environmental/Housing		
	Enforcement Action Delinquency Fee	\$100.00 per day
	Enforcement Order Documentation Fee	\$100.00 per Order
		•
Onsite Sewage Systems		
Onsite Sewage Systems	Residential	
Onsite Sewage Systems	Residential New or Replacement Onsite Permit	\$180.00
Onsite Sewage Systems		\$180.00
Onsite Sewage Systems	New or Replacement Onsite Permit	\$180.00 \$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application	•
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit	\$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application	\$70.00 \$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee	\$70.00 \$70.00 \$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial	\$70.00 \$70.00 \$70.00 \$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application	\$70.00 \$70.00 \$70.00 \$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00
Onsite Sewage Systems	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00
	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$70.00
Onsite Sewage Systems  Railroad Cars	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$70.00
	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection Example Final Inspection Violation Re-Inspection Fee Installer Registration Combination Food/Environmental Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$70.00
	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$35.00
	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection Example Final Inspection Violation Re-Inspection Fee Installer Registration Combination Food/Environmental Inspection	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$35.00
	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection Consite Permit Multiple Final Inspection Violation Re-Inspection Fee Installer Registration Combination Food/Environmental Inspection (per stop/stay in Delaware County)	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$35.00
Railroad Cars	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection Fee Installer Registration Combination Food/Environmental Inspection (per stop/stay in Delaware County)  Permit to Drill New or Replacement Well	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$35.00
Railroad Cars	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection Consite Permit Multiple Final Inspection Violation Re-Inspection Fee Installer Registration Combination Food/Environmental Inspection (per stop/stay in Delaware County)	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$180.00 \$70.00 \$70.00 \$70.00 \$35.00
Railroad Cars Water Well Program	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection Fee Installer Registration Combination Food/Environmental Inspection (per stop/stay in Delaware County)  Permit to Drill New or Replacement Well	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$35.00 \$200.00
Railroad Cars	New or Replacement Onsite Permit Application New or Replacement Onsite Permit Repair Permit Application Repair Permit Multiple Final Inspection Violation Re-Inspection Fee Commercial Permit Application Onsite Permit Multiple Final Inspection Violation Re-Inspection Fee Installer Registration Combination Food/Environmental Inspection (per stop/stay in Delaware County)  Permit to Drill New or Replacement Well	\$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$70.00 \$35.00 \$200.00

	Artist Permit*†	\$75.00
	Guest/Temporary Artist Permit (valid for 14 consecutive days)	\$35.00
	Establishment Permit*†	\$300.00
	Temporary Establishment Permit (valid for 14	·
	consecutive days) Artist Late Fee (after Jan 1 <sup>st</sup> of permit yr)	\$100.00
	Establishment Late Fee (after Jan 1* of permit yr)	\$50.00 \$100.00
•	Re-Open After Closing Fee (enforcement Action)	\$70.00
	Violation Repeat Inspection Fee	\$70.00
Public & Semi-Public Swimming Pools	3	
	Plan Review	\$500.00
	Annual Operating Permit**†	\$200.00
	Seasonal Permit Annual Permit Late Fee	\$150.00
	Re-Open After Closing Fee (enforcement Action)	\$100.00 \$70.00
	Violation Repeat Inspection Fee	\$70.00
	*Denotes Annual Permit subject to late fee if renewed after January 1 **Denotes Annual Permit subject to late fee if renewed after May 1 ***Denotes Plan Review Submission valid for 1 year from date of	
	application †Denotes prorated fee of 50% on or after July 1	
	,,	
Trash Hauling Ordinance	Data	
	Primary Truck Secondary Truck(s) (each)	\$70.00 \$35.00
Vaccines for Children (per injection)		
	Medicaid Insurance	Medicald Max Level
	Under-Insured	Medicald Max Level
	Un-insured	Medicald Max Level
	Private Purchase	\$20 + cost of
		product rounded to nearest dollar
	Commercial Insurance	to nearest condi
		Commercial Max
		Level (allowed amount) for
		product (vaccine)
		cost & injection fee
Adult & Travel Immunizations		\$20 + cost of
(per injection)		product rounded
		to nearest dollar

Health Screening Services (Per screening)

**Health Education Services** 

Fines specified by DCHD Enforced State and Local Codes and Ordinances \$20.00 + cost of screening materials

\$35.00 per hour + cost of materials

Any amount up to the maximum allowed by Code or Ordinance

This ordinance shall be in full force and effect from and after its passage and publication.

PASSED AND ADOPTED by the Board of County Commissioners of Delaware County, Indiana the 6 day of 050000 2017

DELAWARE COUNTY COMMISSIONERS

Commissioner

Commissioner

Some

Steve Craycraft, Auditor

# DELAWARE COUNTY HEALTH DEPARTMENT ENVIRONMENTAL ENFORCEMENT FUND ORDINANCE 2017-028

MOTION: Commissioner Riggin made a motion to introduce Ordinance 2017-028, Health Department

Environmental Enforcement Fund. SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

5106 W(101

ORDINANCE 2017 - 028

ORIGINAL

# AN DELAWARE COUNTY HEALTH DEPARTMENT ENVIRONMENTAL ENFORCEMENT FUND

WHEREAS, Delaware County Board of Health is a governmental agency and a subdivision of the executive branch of local government, and

WHEREAS, the Board of Health obtains monies for fees levied against orders issued by Board of Health; and said Board of Health obtains monies by way of fines against property owners who willfully violates Board of Health orders; and

WHEREAS, it is the Board of Health's duty to pay recording fees to document defective properties; and

WHEREAS, these fees and assessments paid into the Health Department needs to have a fund in which to deposit said funds; and

WHEREAS, that the Board of Health is required to pay recording fees to lien certain properties so that the defects in said property constitutes a lien in the chain of title; and

NOW THEREFORE BE IT ORDAINED by the Delaware County Commissioners that the Board of Health be permitted to establish a "Delaware County Board of Health Department Environmental Enforcement Fund" to receive monies from which can be pald recording fees to the Delaware County Recorder's Office and to offset costs incurred in the process of deeming properties Unfit for Human Habitation and that said funds be non-reverting.

RESOLUTIONS
TAX SALE CERTIFICATE NON PROFIT #9
RESOLUTION 2017-040

MOTION: Commissioner Henry made a motion to table Resolution 2017-040, Tax Sale Certificate Non Profit #9

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

# DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Jammie Bane, Administrator of Health Department, provided an update regarding the vehicle lease.

Mr. Brooke reviewed the agreement.

MOTION: Commissioner Henry made a motion to approve the vehicle lease agreement (see below)

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

(feet menegement)	Open-End (Equity) Lea	se Rate Quote Quote No: 3634629
Bane, Jam Unit # Year 2018 Ma	Delaware - Health Department mie  Carmini Banu, Admin is tra toke GMC Model Sierra 1500 Drew Cab 5.75 ft. box 143.5 in. WB Term 60 State IN Customer# 548706	Date 10/09/2017 AE/AM AS6/MD5
\$ 29,598.30 \$ 0.00 - \$ 0.00 - \$ 0.00 - \$ 200.00 \$ 0.00	Capitalized Price of Vehicle <sup>1</sup> Sales Tax 0.0000% State IN Initial License Fae Registration Fee Other: (See Page 2) Capitalized Price Reduction	All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.  Order Information  Driver Name
\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 29,799.30	Tax on Capitalized Price Reduction Gain Applied From Price Unit Tax on Gain On Price Security Deposit Tax on Incentive( Taxable incentive Total : \$0.00 ) Total Capitalized Amount (Delivered Price)	Exterior Color (0 P) Onyx Black Interior Color (0 I) Dark Ash/Jet Black w/Cloth Seat Trim Lic. Plate Type Government GVWR 0
\$ 432.09 \$ 114.66	Depreciation Reserve @ <u>1.4500%</u> Monthly Lease Charge (Based on Interest Rate - Subjec	t to a Floor)²
\$ 546.75	Total Monthly Rental Excluding Additional Services	
\$ 0.00	Additional Floot Managoment Master Policy Enrollment Fees Commercial Automobile Liability Enrollment Liability Limit <u>\$0.00</u>	
\$ 0.00	Physical Damage Management	Comp/Coll Deductible 0/0
\$ 34.92 \$ 34.92	Full Maintenance Program <sup>3</sup> Contract Miles <u>50,000</u> Incl: # Brake Sets (1 set = 1 Axle) <u>0</u> Additional Services SubTotal	OvorMileage Charge <u>§ 0.0000</u> Par Mila # Tires <u>0</u> Loaner Vehicle Not Included
\$ 0.00	Sales Tax 7.0000%	State IN
\$ 581.67	Total Monthly Rental Including Additional Services	otata <u>m</u>
\$ 3,873.90	Reduced Book Value at 60 Months	
\$ 375.00	Service Charge Due at Lease Termination	
(Quote is Subject to Customer's Notes *** NOTE: Signed order appr Enterprise FM Trust will be the own	nditions may also affect value of vehicle) s Credit Approval) eves a total of 3 identical vehicles with identical lease terms. *** or of the vehicle covered by this Quote. Enterprise FM Trust (not i	Taitris 15 (
Lessee hereby authorizes this vehic agrees that Lessor shall have the rip Lessee certifies that it intends that r	TO BE BILLED TO LESSEE AS THEY OCCUR. ele order, agrees to lease the vehicle on the terms set forth herein plt to collect damages in the event Lessee falls or refuses to acce- nere than 60% of the use of the vehicle is to be in a trade or busin	pt delivery of the ordered vehicle.
BY  INDICATES TRUS (SUE BILLED ON I Capital Syr Price of Vehicle May be Adj Rebates Andro Incunitives Have Been U and the Adj Rebates Andro Incunitives Have Been U and the Adjuster of The Proceedings of The Adjuster of The Adjuster of The Proceedings of The Adjuster of The Proceedings of The Adjuster of The Proceedings of The Adjuster of The The Adjuster of T	usted to Reflect Final Manufacturer's invoicu, Lessee Heinby Assigns to Losseed by Lessee to Reduce the Capilatized Price of the Volhido.  to Roffect the Interest Rate on the Delivery Date (Subject to a Floor), intenance feestservices are solely for the administrative convenience of Les to by Entorprise Fleet Management, Inc., and all such maintenance fees are j noticed into by and between Lessee and Enterprise Fleet Management, In	tor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which
at the direction of Enterprise FM Trust, so Printed On 10/09/2017	lely as an sulhorized agent for collection on behalf of Enterprise Fleet Manag (08:56 AM	Page 1 of 5



# Open-End (Equity) Lease Rate Quote

Quote No: 3634629

Aftermarket Equipment Total		
Description	(B)illed or (C)apped	Price
Window Tint: 30%		
- driver & pass, side front and rear windows	c	\$ 175.00
- rear glass		
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 175.00
Aftermarket Equipment Total		\$ 175.00
Other Totals		
Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	8	S 150.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 350,00

Printed On 10/09/2017 08:56 AM

Page 2 of 5



# Open-End (Equity) Lease Rate Quote

Quote No: 3634629

VEHICI	E INFORMATION:	

2018 GMC Sierra 1500 Base 4x4 Crew Cab 5.75 ft. box 143.5 in. WB - US Series ID: TK15543

Pricing Summary:

Base Vehicle Total Options Destination Charge

INVOICE \$ 36,882,10 \$ 1,747,20 \$ 1,295.00 \$ 39,924,30

MSRP \$ 38,620.00 \$ 1,920.00 \$ 1,295.00 \$ 41,835.00

### SELECTED COLOR:

Exterior: GBA - (0 P) Onyx Black Interior: H2R - (0 I) Dark Ash/Jet Black w/Cloth Seat Trim

### SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1SA	Preferred Equipment Group 1SA	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
A91	Remote Locking Taligate	Included	included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
BG9	Graphite-Colored Rubberized-Vinyl Floor Covering	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 kgs)	STD	STD
C67	Single-Zone Air Conditioning	Included	Included
CGN	Spray-On Pickup Box Bed Liner w/GMC Logo	\$ 450,45	\$ 495.00
DL8	Black Power Adjustable Heated Outside Mirrors	Included	Included
FHS	E85 FlexFuel Capable	Included	Included
G80	Heavy-Duty Rear Locking Differential	S 359.45	\$ 395.00
GBA_04	(0 P) Onyx Black	NC	NC
GU6	3.42 Rear Axle Ratio	Included	Included
H2R_02	(0 I) Dark Ash/Jet Black w/Cloth Seat Trim	NC	NC
IOB	Radio: AM/FM/GMC Infotainment System	STD	STD
JL1	Integrated Trailer Brake Controller	\$ 250.25	\$ 275.00
KG4	150 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6 FlexFuel	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
NOG	Floor Mounted Shifter Transfer Case	Included	Included
PCR	Sierra Fleet Convenience Package	\$ 327.60	\$ 360.00
RBZ	Tires: P255/70R17 AS 8W	STD	STD
RD6	Wheels: 17" x 8" Pointed Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Cloth Seat Trim	Included	Included
UDC	3.5" Diagonal Monochromatic Display D.I.C.	Included	Included
uqa	6-Speaker Audio System	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z82	Trailering Equipment (Ficet)	\$ 359.45	\$ 395.00
ZBZ	P255/70R17 AS BW Spare Tire	Included	Included
ZY1	Solid Paint	STO	STD

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### CONFIGURED FEATURES:

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Body Exterior Features:
Number Of Doors 4
Rear Carge Door Typo: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpera with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Bumper Insert: coloured front bumper insert
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Box Style: regular
Box Materiat: galvanized steel/aluminum body material
: class IV traillering with harmoss, hilch, brake controller
Fender Flares: black fender flares
Grille: black welzhrome surround grille
Convenience Features:
Air Conditioning manual air conditioning
Cruse Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilling
Day-Night Rearview Mirror: day-riight rearview mirror
Front Cupholder: front and rear cupholders
Overhead Console: mill overhead console
Glove Box; tocking glove box
Driver Door Blin: driver and passenger doer bins
Rear Door Blin: rear door bins
Power Accessory Outlet: 2 12V DC power outlets
Entertainment Features:
radio AMFM/Satcillite-prep with sock-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speakers: 6 speakers
1st Row LCD: 1 st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna
Lighting, Visibility and Instrumentation Features:
Headlamp Type delay-off projector boam high intensity tow/high boam headlamps
Cab Clearance Lightis: cranp bed light
Front Wipers: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltometer: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Compu
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Clock: In-radio display clock
Systems Menitor: systems menitor
Rear Vision Comers: rear vision camers
Oil Pressure Warning: oil-pressure warning
Water Tomp Warning: water-termp, warning
Bettery Warning: better, warning
Low Clot Level Warning: low-oil-lavel warning
Low Colt Level Warning: low-oil-lavel warning
Low Costant Warning: low-collant warning
Low Costant Warning: low-collant warning
Low Low Warning: low-full warning
Low Washer Fluid Warning: low-washer-fluid warning
Low Washer Fluid Warning: low-washer-fluid warning
Low Washer Fluid Warning: low-washer-fluid warning
Transilla of Fluid Temperature Warning
Transilla of Security:
ABS four-wheel ABS brokes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Vented Disc Brakes: front and passenger front-impact alribags
Driver Side Airbag: seat-mounted driver and passenger side-impact sirbags
Overhead Alrbag: curtain 1st and 2nd row overhead alrbags
Overhead Alrbag: curtain 1st and 2nd row overhead alrbags
Overhead Alrbag: curtain 1st and 2nd row overhead alrbags
Overhead Alrbag: curtain 1st and 2nd row overhead alrbags
Overhead Alrbag: curtain 1st and 2nd row overhead alrbags
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Overhead Alrbag: curtain 1st and 2nd row overhead alrbags
Overhead Alrbag: curtain 1st and 2nd row overhead alrbags
Overhead Alrbag: curtain 1st and 2n

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Mr. Robert Jessee, Highway Superintendent, provided an update regarding paving and annual cutting of right-of ways. Delaware County does not do the right-of way cutting any longer, other than an easement or for public safety. Homeowners are responsible for drainage (tiles) under their driveway. Jesse said farmers should be addressed too, since the crops go into the culvert/ditches and creates a big problem. The ditch should be cleaned out by the farmer.

Mr. Brooke said he could send a letter to property owners, since it impacts the roads. An ordinance could be considered. Mr. Brooke said the county has right-of way from edge of pavement to edge of pavement.

Mr. Ron Quakenbush, Yorktown, Indiana, said farmers should/could consider silt fence. County road maintenance edge of pavement.

Commissioner Riggin said Stormwater should work on that.

## MONTHLY/WEEKLY REPORTS

## PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$1,293,113.61.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

# QUESTIONS, COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

Mr. Bob Darden, Muncie, Indiana, announced the 22<sup>nd</sup> anniversary for Red Ribbon Community Breakfast on October 24, 2017 at 7:30 a.m.

### RECESS

MOTION: Commissioner Riggin made a motion to recess until November 6, 2017.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

President James King

Vice President Sherry Riggin

Member Shannon Henry

Auditor Steven G Craycraft