

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, November 5, 2018 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN STREET.
MUNCIE, IN 47305
CALL TO ORDER
PLEDGE TO FLAG

ROLL CALL

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

TABLED BUSINESS

IT AGREEMENT/ AMERICAN STRUCTUREPOINT

Mr. John Brooke, County Attorney, reviewed the contract.

Commissioner Riggin asked about phase I and phase II.

Mr. Andrew Everhart, American Structurepoint, said phase I (12 to 18 months), phase II and III (12 months). American Structurepoint will be bill Delaware County as the work is completed, a weekly reported will be provided.

MOTION: Commissioner Riggin made a motion to remove American Structurepoint agreement from the table.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to approve the American Structurepoint agreement.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King



AMERICAN
STRUCTUREPOINT
INC.

ORIGINAL

October 9, 2018

Commissioner James King
Delaware County Commissioners Office
100 W. Main Street
Muncie, IN 47305

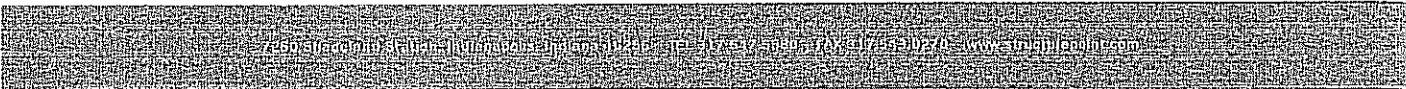
Re: Proposal for Post Assessment Information Technology (IT) Services
Proposal No. 2016.00091

Dear Commissioner King:

American Structurepoint, Inc., is pleased to provide Delaware County with a proposal for Post Assessment IT services. By contracting with American Structurepoint, Delaware County will be able to leverage the collective expertise and skills of the entire American Structurepoint IT Department to accomplish its objectives. The activities provided by our services for Delaware County include the following:

- Analyze, design, and help implement technology solutions
- Design and implement IT architectures and identify the infrastructure components required to support the business requirements of the County
- Build and help manage the IT strategic planning process
- Align and integrate planning activities for the County
- Provide training to existing IT Support Staff
- Determine the County blueprint for the use of applications and technology to support key initiatives to improve the efficiency and effectiveness of the County
- Perform system architecture studies of new and existing systems to permit development of integrated business systems that are cost effective and add value to the County
- Analyze and recommend technologies that will enhance current systems and support the County's business objectives
- Perform the design, development, and deployment of technical and application solutions that are cost effective and sustainable in order to meet the County's strategic requirements
- Provide input when requested into budget planning for technology investment initiatives

2016.00091





AMERICAN STRUCTUREPOINT, INC.

Commissioner James King
February 28, 2018
Page 2

During the course of this engagement, the American Structurepoint IT consultants and staff will be a knowledgeable, experienced extension of Delaware County's current IT staff. Our services will be provided in an efficient manner while incorporating proven industry standards and practices.

Work will be done in 4 Phases according to importance (High/Medium/Low/Ongoing) as identified in the IT Assessment that has previously been delivered to Delaware County:

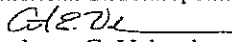
- **Phase 1** – High Priority items as identified in the IT Assessment
 - Approximately 1050 Consulting Hours and 12-18 Months to complete
 - Approximately \$230k Hardware/Software Purchases
- **Phase 2** – Medium Priority items as identified in the IT Assessment
 - Approximately 250 Consulting Hours and 6-Months to Complete
 - Approximately \$175k Hardware/Software Purchases
- **Phase 3** – Address Low Priority items as identified in the IT Assessment
 - Approximately 75 Consulting Hours and 3-Months to Complete
 - Approximately \$100k Hardware/Software Purchases
- **Phase 4** – Ongoing IT Facilitator Services
 - Approximately 20 Consulting Hours a month
 - Provide input as to the progress and direction of the long-term IT Plan.

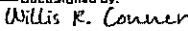
Our services will be invoiced door-to-door at the following rates:

- **\$150.00 per hour Consultant rate**

To order this service, please return a purchase order or written authorization in order for American Structurepoint to bill Delaware County, and a signed copy of this letter.

We look forward to working with you in this effort and hope to receive your order in the near future. Please contact us at (317) 547-5580 if you have any questions about this letter or its enclosures.

Very truly yours,
American Structurepoint, Inc.

Anthony E. Valasek
Executive IT Director


DocuSigned by:

C5095007FD5F400...
Willis R. Conner
President

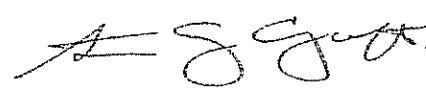
AEV/WRC:kld

Enclosures

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If the terms of this proposal and attached General Conditions are agreeable, indicate your acceptance by returning a signed copy of this letter. Your signature constitutes Delaware County's agreement to purchase the services described in this letter.


Accepted by: _____
Printed Name: James King
Date: 11-5-2018

 Auditor
11-5-18

201600091

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AMERICAN STRUCTUREPOINT, INC.

General Conditions

These general conditions apply to the letter agreement dated February 28, 2018, referencing Proposal Number 2016.00091 by and between Delaware County, hereinafter referred to as "Client", and American Structurepoint, Inc., 7260 Shadeland Station, Indianapolis, Indiana 46256, hereinafter referred to as "Consultant," wherein it is agreed as follows:

Standard of Care. The Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant. Client acknowledges and agrees that Consultant may be providing professional advice and recommendations hereunder to Client; however, all decisions in connection with implementing such advice and recommendations shall at all times be the responsibility of, and made by, Client. Except as expressly provided herein, the services and any deliverables hereunder are provided on an "as is" basis, and Consultant does not make any warranty, express or implied, with respect to any deliverables or services rendered under this agreement or the results obtained therefrom, including, without limitation, any implied warranty of merchantability, or fitness for a particular purpose.

Compliance with State and Other Laws. In performance of the services herein enumerated the Consultant and any subconsultant, or anyone acting on behalf of either, will comply with applicable state, federal, and local statutes, ordinances, and regulations, and assist the Client in obtaining all permits that are applicable to the entry into and the performance of this Agreement.

Ownership of Documents. All IT related reports, drawings, specifications, computer files, field data, joint notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain joint property of the Consultant and Client. The Consultant and Client shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Changes in Work. In the event the Client requires a major change in scope, character, or complexity of the Consultant's services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance and shall, upon executing this agreement, provide to Client a certificate(s) of insurance evidencing same, and showing Client as an additional insured on all coverages other than Worker's Compensation and Professional Liability Insurance. All insurance shall have 30 days notice for cancellation.

- ◆ Worker's Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

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AMERICAN STRUCTUREPOINT, INC.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assigns to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Limitation of Liability. To the greatest extent allowed by law, in no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue and lost profits, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. To the extent Consultant is liable for any damage to, or loss of, Client property or equipment for any reason, such liability will be limited solely to the amount of the fee paid to Consultant under this agreement or \$100,000, whichever is greater.

Employees. During the period in which this Agreement is in effect and for a period of 12 months thereafter, each party agrees it will not, without the prior written consent of the other party, hire or solicit the employees of the other party for the purpose of offering them employment; provided that all employees will be considered "employees" of the other party during their employment by such party and, if this employment is voluntarily terminated, for six months following such termination. In the event of a breach, the breaching party shall pay compensation to the non-breaching party in the form of liquidated damages equal to the greater of one year's compensation either (a) offered to the employee by the breaching party or (b) paid or offered to the employee by the non-breaching party.

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AMERICAN STRUCTUREPOINT, INC.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

APPROVAL OF MINUTES

MOTION: Commissioner Riggin made a motion to approve October 15, 2018 Commissioner minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

PRESENTATIONS TO COMMISSIONERS

BIG TIME BARBELL

Mr. Mac Hines, Big Time Barbell, provided an update of the Big Time Barbell program. Big Time Barbell is asking for an additional funding of \$27,000. This will help toward renovation and supplies and will keep Big Time Barbell competitive with other gyms and recovery centers.

The Commissioners asked that Mr. Hines complete an application. The Commissioners said Big Time Barbell is doing a great job for the community.

JOE EDWARDS – SRI / DEED SALE

Mr. Joe Edwards, SRI, provided information regarding the deed sale. The certificate sale is to get properties back on the tax roll. A deed sale is an instant sale and is recorded. Deed sales are a better option for taxpayers.

Ms. Janet Kesler, Tax Sale Clerk, presented information regarding properties. The below resolution will give permission to put the list of 584 properties in the Commissioners name and offer the properties in a deed sale. Ms. Kesler said 357 lots have been in multiple tax sales and lots have been on the property list but found no eligible adjacent property owners. Kesler said 56 lots have no prior tax sale costs, 41 commercial structures/and or commercial lots, 44 residential properties that have been in one or more tax sales and 104 residential properties with no previous tax sale costs. Average annual property tax is \$539.60. Ms. Kesler has received 33 requests after they reached out to community groups and the general public. The deed sales are quicker for the new buyer.

Mr. Steve Craycraft, Auditors office, provided information of options of getting properties back onto the tax roll.

MOTION: Commissioner Henry made a motion to approve Resolution 2018-029, Resolution Approving the Sale of County-Owned Properties Pursuant to IC 36-1-11 ET SEQ. Using Services Provided By SRI, Inc.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

ORIGINALRESOLUTION NO. 2018-029**DELAWARE COUNTY COMMISSIONERS****RESOLUTION APPROVING THE SALE OF COUNTY-OWNED PROPERTIES
PURSUANT TO IC 36-1-11 *ET SEQ.* USING SERVICES PROVIDED BY SRI, INC.**

WHEREAS, the Board of Commissioners of Delaware County have, or will, acquire deeds to certain parcels of real estate in Delaware County identified in Exhibit A;

WHEREAS, the Delaware County Commissioners has endeavored to return these parcels of land to productivity on the tax rolls by way of selling them at public auction pursuant to IC 36-1-11 *et seq.*;

WHEREAS; the Delaware County Commissioners is authorized to sell the parcels to be deeded in the name of the Delaware County Commissioners pursuant to Indiana law;

WHEREAS, the Delaware County Commissioners, in accordance with IC 36-1-11-3 approves the sale of the parcels deeded in the name of the Board of Commissioners of Delaware County by way of public hearing;

WHEREAS; in order to conduct the sale of the parcels, the Delaware County Commissioners, shall enlist the services of SRI, Inc., an Indiana vendor with extensive experience in conducting auctions for the sale of real estate; and

WHEREAS; the Delaware County Commissioners shall conduct the public auction pursuant to IC 36-1-11 *et seq.* with the assistance of SRI, Inc., after publishing required notices in accordance with a work plan to be developed by vendor SRI, Inc.

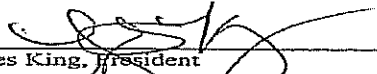
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:


1. The Delaware County Commissioners shall dispose of the parcels of land deeded in the name of the Board of Commissioners of Delaware County, identified in Exhibit A, by way of public auction prescribed by IC 36-1-11 *et seq.*
2. That the Delaware County Commissioners is authorized by law to conduct the auction in an effort to return the lands to productivity on the tax rolls pursuant to IC 36-1-11 *et seq.*
3. The Delaware County Commissioners shall enlist the services of SRI, Inc. to conduct the auction of the parcels.

4. The Delaware County Commissioners shall follow applicable state statutes governing the sale of the parcels to conduct the auction in order to dispose of the parcels.
5. This resolution shall be effective upon passage.

ADOPTED: November 5, 2018

*BOARD OF COMMISSIONERS OF
DELAWARE COUNTY, INDIANA*


James King, President


Sherry Riggan, Commissioner


Shannon Henry, Commissioner

Attest:


Steven Craycraft, Auditor
Delaware County, Indiana

Ms. Stacy Wheeler, Back to School Teacher Store, presented information of needed supplies for students within Delaware County. Ms. Wheeler ask that Delaware County departments recycle their out of date old items to the school store.



Nov 12 – Nov 30, 2018
Office Clean-Out & Collection Drive
 - Surplus and Gently Used Office Items -

- | | | |
|------------------------|------------------------|--------------------------|
| Binders | Paper Trays | Books |
| Hanging Folders | File Dividers | Legal Pads |
| Office Folders | Office Supplies | Pocket Folders |
| Index Cards | Scissors | Staplers |
| Pencils/Pens | Post-its | Pencil Sharpeners |

To Benefit the BTSTS Free Teachers Store

We provide classroom supplies at NO COST to local kids in need through Muncie and Delaware County teachers year round.

Board of Directors

President – Megan Quirk • Vice President – Marilyn Carey • Treasurer – Sherry Carter
 Marilyn Chalupa • Jackle Johnston • Andrea Lutz • Terri Manring • Becky McDonald • David Pilkington • Mike Tschuor

(765) 282-7350

Mailing address: P.O. Box 925, Muncie IN 47308

Physical Address: 1318 S. Madison St., Muncie IN 47302

Open for teacher shopping and receiving donations:

Tuesday – Thursday, 10:30 am thru 5:30 pm

For more information email us: director@btsts.org.

Commissioner Henry recommended that Ms. Wheeler contact Mr. Charlie Walker, Maintenance Supervisor, to place a location box in the county building.

CONTRACTS OR AGREEMENTS FOR APPROVAL

APPLICATION FOR EDIT GRANT FUNDS - MUNCIE DELAWARE SENIOR CENTER

Mr. Rick Edmundson, Treasurer of Senior Center, presented information regarding an application for EDIT Grant Funds for the Muncie Delaware Senior Center. Improved lighting and a new ramp will be purchased, once approved. Mr. Edmundson said the Center has monthly fundraisers to assist with expenses.

MOTION: Commissioner Henry made a motion to approve \$3736 to be paid from the EDIT fund.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

Full grant application is available in the Auditor's office.

ORIGINAL

DELAWARE COUNTY

RECEIVED
OCT 15 2018

Application for EDIT Grant Funds BY: *JN*

Name of Applicant Organization: Muncie Delaware Senior Center

Address of Applicant: 2517 W. 8th Street Muncie, IN 47302

Contact Person and Position: Judy Elton - Executive Director

Phone Number of Applicant: 765-289-0844

E-Mail Address of Applicant: dcseniorcenter@comcast.net

Federal ID Number: 35-1484094

Amount Requested: \$3,736.00

Minimum Amount Needed: \$3,736.00

Summary of the Applicant Organization purposes and goals: The Senior Center offers a wide variety of intellectual, physical, recreational, and social activities for Delaware County citizens age 55 and older. They offer a daily lunch, exercise, recreational pursuits, as well as programs on local information, cooking, history and health. We provide a safe environment for older adults where they can make new friends, interact socially and stay mentally and physically fit.

Summary of Grant Request: The Center has 4 entrance/exit sites with one down at the west end by the Thrift Shop. It currently has a ramp which enables seniors with mobility

2019 COMMISSIONER'S MEETINGS

MOTION: Commissioner Henry made a motion to approve 2019 Commissioners meeting.

SECOND: Commissioner Rigglin

YEAS: Commissioner Rigglin, Commissioner Henry, President King

ORIGINAL

2019 Commissioners' Meetings
Meetings start at 9:00 a.m.
In the
Commissioners' Courtroom
Room 309A
Delaware County Building
100 W. Main Street
Muncie, IN 47305

Monday	January 7, 2019	
Tuesday	January 22, 2019	(Holiday)
Monday	February 4, 2019	
Tuesday	February 19, 2019	(Holiday)
Monday	March 4, 2019	
Monday	March 18, 2019	
Monday	April 1, 2019	
Monday	April 15, 2019	
Monday	May 6, 2019	
Monday	May 20, 2019	
Monday	June 3, 2019	
Monday	June 17, 2019	
Monday	July 1, 2019	
Monday	July 15, 2019	
Monday	August 5, 2019	
Monday	August 19, 2019	
Tuesday	September 3, 2019	(Holiday)
Monday	September 16, 2019	
Monday	October 7, 2019	
Monday	October 21, 2019	
Monday	November 4, 2019	
Monday	November 18, 2019	
Monday	December 2, 2019	
Monday	December 16, 2019	

Dated this 5th day of November, 2018


James King, President


Sherry Rigglin, Vice President


Shannon Henry, Member

Attest: 
Steve Craycraft, Auditor

ASHTON LAND SURVEYOR - KATHY VANNICE

Ms. Kathy Vannice, Ashton Land Surveyor, provided information about the Cravens Addition, 8701 South 800 West, Daleville, Indiana. The property was non-compliant and had to be platted. And to plat the county ordinance requires that the right of way for County Road 800 W be dedicated to the Commissioners.

MOTION: Commissioner Riggin made a motion to accept the right of way for County Road 800 W that adjoins the Cravens Addition request.

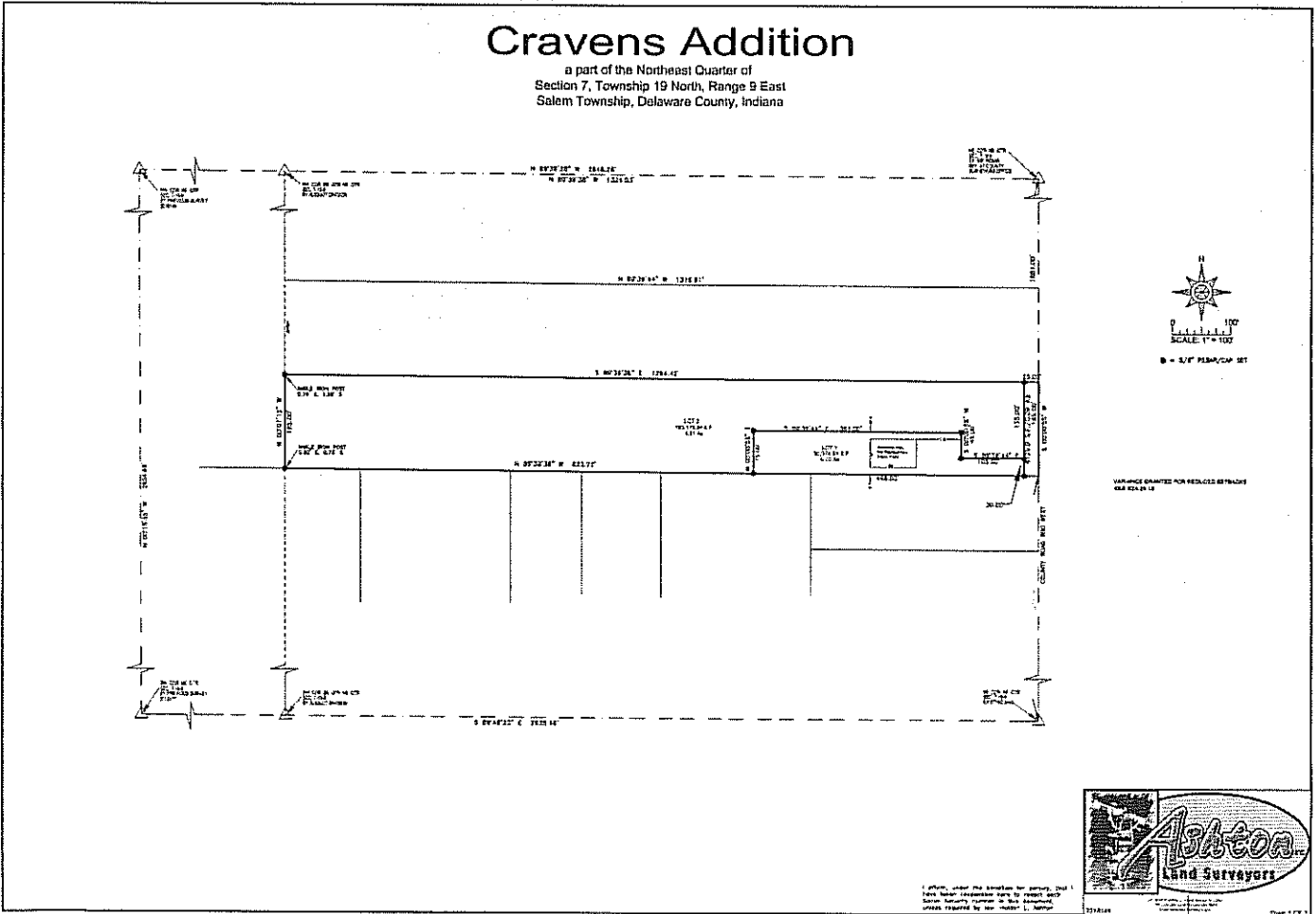
SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

MOTION: Commissioner Riggin made a motion to approve the Cravens Addition request.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King



Cravens Addition

a part of the Northeast Quarter of
Section 7, Township 19 North, Range 9 East
Salem Township, Delaware County, Indiana

A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 9 East in Salem Township, Delaware County, Indiana, described as follows:
Beginning at a nail on the East line of the Northeast Quarter of Section 7, Township 19 North, Range 9 East, said nail being South 00 degrees 00 minutes 25 seconds West 1881.00 feet (assumed bearing) from a referenced monument making the Northeast corner of said quarter section; thence South 00 degrees 00 minutes 05 seconds West 185.00 feet to a nail; thence North 89 degrees 39 minutes 38 seconds West 1318.22 feet, parallel with the North line of said quarter section to a 5/8 inch nail; thence North 00 degrees 07 minutes 13 seconds West 185.00 feet along the West line of the Southeast Quarter of said Northeast Quarter to a 5/8 inch nail; thence South 09 degrees 39 minutes 30 seconds East 1318.42 feet to the point of beginning, containing 5.00 acres, more or less, and subject to the right-of-way for County Road 400 West across the Easterly side and to all easements of record.

I hereby certify that to the best of my information, knowledge and belief the within plat represent a survey, executed according to survey requirements in 865 IAC 1-12-7 made under my supervision and completed on August 31, 2018.

Thaddeus Pate
Registered Land Surveyor LS00040149
Hanson L. Ashton



OWNERS CERTIFICATE

The undersigned owner, M Jewel LLC / Tom Terry, of the real estate shown and reserved hereon, do hereby certify that they lay off, plat, subdivide into lots, and dedicate the streets to the public hereof, in accordance with the plat herewith. This subdivision shall be known as Cravens Addition, a subdivision in Salem Township, Delaware County, Indiana. All setback and utility easements are hereby perpetually established unless hereafter modified or vacated.

Witness our hands this 14th day of September, 2018.

M Jewel LLC / Tom Terry

State of Indiana)
County of Delaware)

Before me, a Notary Public in and for said County and State, personally appeared M Jewel LLC / Tom Terry Owner, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this 14th day of September, 2018.

Thaddeus Pate
Notary Public in and for the State of Indiana

My Commission expires: 4-22-2024 Resident of Delaware County, Indiana.

PLAT COMMISSION: Under authority of the Acts of 1947 enacted by the General Assembly of the State of Indiana and all Acts amendatory thereto, the Delaware-Muncie Metropolitan Plan Commission hereby approves the foregoing plat of Cravens Addition. Building line setbacks as shown were adopted by BZA meeting September 26, 2018. Case _____

DATED this 14th day of September, 2018

Thaddeus Pate
Secretary

COUNTY COMMISSIONERS: THIS IS TO CERTIFY that the Board of Commissioners of Delaware County, Indiana hereby approves and accepts the dedication of public lands and public improvements within the foregoing plat of Cravens Addition.

DATED this 5th day of November, 2018

Thaddeus Pate President
Hanson L. Ashton Member
Thaddeus Pate Member

Plat opened for taxation this _____ day of _____, 2018.

Auditor of Delaware County

Received for record and recorded this _____ day of _____, 2018.

Plat Book _____ page _____

Recorder of Delaware County



I affirm, under the penalties for perjury, that I have taken reasonable care to verify each Social Security number in this document unless indicated by the asterisk (*).
2018-11-05 Page 1 of 1

COURTS TECHNICAL SUPPORT AND MAINTENANCE AGREEMENT

Ms. Emily Anderson, Court Administrator, presented the annual agreement with BIS. This is for the court recorders.

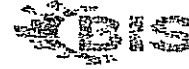
MOTION: Commissioner Henry made a motion to approve the BIS agreement.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

Full agreement is available through the Auditor's office

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October 18, 2018

Ms. Emily Anderson
Delaware County Circuit Court
100 West Washington Street
Muncie, IN 47305

ORIGINAL

RE: BIS Digital Technical Support Agreement

~~Support Agreement Renewal~~
Effective Date . . . 12/29/2018
Account Number . . . DEL751
Contract Number . . . 19-12-A-55470

Ms. Anderson,

Attached is your Full Support Agreement and invoice.

To continue your technical support without disruption or unnecessary fees, please sign this electronic renewal form. Per our agreement, this invoice is due upon receipt.

Without a signed support agreement, you will be charged hourly for technical support in accordance with our on-demand technical support fees.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please feel free to contact me at 800-834-7674, ext.4523 or dianne.corzo@bisdigital.com.

Best regards,

Dianne Corzo

Dianne Corzo
Contracts Manager

BIS Digital, Inc. 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 P: 800.834.7674 F: 877.585.5611

SUPPLEMENTAL AGREEMENT WITH UNITED CONSULTING BRIDGE #268

Ms. Angie Moyer, Project Manager, presented the United Consulting Supplemental agreement for bridge #268. The supplemental agreement is for additional work required to provide replacement of interior piers that had been damaged during demolition.

MOTION: Commissioner Henry made a motion to approve the United Consulting Supplement agreement for bridge #268.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

Full agreement is available through the Auditor's office

68,600
11/5 -

SUPPLEMENTAL AGREEMENT NO. 1



This SUPPLEMENTAL AGREEMENT ("Agreement") is made, by and between **DELAWARE COUNTY**, acting by and through its Board of County Commissioners, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

ORIGINAL WITNESSETH

WHEREAS, UNITED CONSULTING did, on June 19, 2017 enter into a Professional Services Agreement with the CLIENT for Services and Documents in relation to the following described project:

Rehabilitation of Delaware County Bridge No. 268, 23RD Street over Buck Creek

This supplement is required to revise the following services included in the original scope of work: Waterway Regulatory Permits, Utility Coordination, Project Design and Plans, Post Bid Design Services, Limited Construction Inspection.

This supplement is required to add the following services not included in the original scope of work: Geotechnical Engineering.

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement the Professional Services Agreement.

USI CONSULTANTS, INC. BRIDGE #63 REPAIR

Ms. Moyer, presented the USI Consultants agreement to repair bridge #63, the agreement is not to exceed \$4,000. The Sheriff's Office had received a call that the bridge had been damaged. The contract is for design plans.

MOTION: Commissioner Henry made a motion to approve the USI Consultants agreement to repair bridge #63.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

Bridge 63

PROPOSAL AGREEMENT

CONSULTANT:
USI CONSULTANTS, INC.
8415 East 56th Street
Indianapolis, IN 46216-2200

Date: October 31, 2018
Phone: (317) 544-4996
Fax: (317) 544-4997
E-mail: rsnyder@usiconsultants.com

Proposal submitted to (CLIENT):		Project Description and Location:	
Name: Delaware Co. Engineering Dept.	Attn: Angie Moyer, Project Director/Administrator	Project Description: Delaware Co. Br. #63 CR 850 W over Killbuck Crk -	Timber Cap Repair
Address: 7700 E Jackson St Muncie, IN 47302	Phone: 765-474-7765 ext 609 Fax: 765-741-9620 Email: amoyer@eco.delaware.in.us		

CONSULTANT hereby proposes to furnish the necessary Professional Services to the CLIENT described below for the referenced project.

Services Provided: See Appendix "A"
Info From Client: See Appendix "B"
Schedule: See Appendix "C"
Compensation: See Appendix "D"
Notes: 1. NONE

The above services provided by CONSULTANT under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Invoices shall be submitted by CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid within 60 calendar days of the invoice.

The CLIENT acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, any plans/specifications/reports prepared under this agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to the CONSULTANT. The CLIENT shall not reuse or make any modification to any plans/specifications/reports without the prior written authorization of the CONSULTANT. The CLIENT agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these documents by the CLIENT or any person or entity that acquires or obtains the plans/specifications/reports from or through the CLIENT without written authorization of the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the CLIENT or other consultants who have been retained by CLIENT. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the CLIENT, or other consultants retained by the CLIENT.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from and against any and all damage, liability and cost, including reasonable attorney's fees and defense costs to the extent caused by a negligent act legally determined to be the fault of the CONSULTANT

Limitation of Liability: In recognition of the relative risks and benefits to the project, the CLIENT and CONSULTANT agree that the CONSULTANT'S liability under this agreement as a whole for any and all damages/losses, direct or indirect, shall be limited to the CONSULTANT'S total fee for services rendered under this agreement, except for damages/losses as a result of CONSULTANT'S gross negligence or willful misconduct.

Compliance with Laws: The CONSULTANT will apply the reasonable standard of care to comply with all applicable laws in effect at the time that services are rendered, which to the best of its knowledge, information and belief, apply to the obligations under this agreement.



\$4000

Ms. Moyer said the bridge will remain closed until it is repaired. This is a timber bridge. This was not budgeted because the bridge did not have any repairs needed, per inspections.

Commissioner Riggin said there are 30 timber bridges in Delaware County. There is nothing posted regarding the weight limit. Commissioner Riggin recommended weight limit signs should be placed on bridges.

Mr. John Brooke, County Attorney, said the bridge had been inspected, per bridge inventory/inspections. Per the Engineering Department and Highway Department request, weight and threshold limit could be post.

Delaware County Sheriff's office does not have a scale or manpower to monitor bridges.

Mr. Ron Quakenbush, Yorktown, Indiana, said timber bridges were installed in the 80's and were to be 25 year bridges. Some of the timber bridges replaced culvert pipes and not long span bridges. Mr. Quakenbush recommended that the county attorney challenge the engineering firm that inspected the bridge to be liable. Failure in the wood should have been detected.

Commissioner Henry said they are fresh clean breaks from being overloaded.

DELAWARE COUNTY HEALTH DEPARTMENT FLEET LEASE

Mr. Jammie Bane, Health Department Administrator, said the fleet lease is paid by the State funding. The State requested that a letter be signed by the Commissioners stating the fleet would not be sold or go to any other department.

MOTION: Commissioner Henry made a motion to approve the Health Department fleet lease, per the request of the State.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

Delaware County Health Department

125 North Mulberry St. Muncie, IN 47305
www.co.delaware.in.us/health



Phone 765-747-7721
Fax 765-747-7747

Public Health

October 28th, 2018

Kathryn Nicely
Grant Manager
Local Health Department Outreach Division
Indiana State Department of Health
2 North Meridian Street
Indianapolis, IN 46204

ORIGINAL

RE: HEALTH DEPARTMENT FLEET LEASE

Dear Ms. Nicely,

The Delaware County Health Department is leasing seven (7) vehicles using Local Health Maintenance funds. These vehicles will be utilized solely by the Delaware County Health Department for Health Department related activities, for the duration of the lease agreement:

Cust Name	VIN	Year	Make	Model
Health Department	3N1CN7AP7GL856219	2016	Nissan	Versa
Health Department	3N1CN7AP4GL857232	2016	Nissan	Versa
Health Department	3N1CN7AP6GL857720	2016	Nissan	Versa
Health Department	3GTU2LEH5JG287974	2018	GMC	Sierra
Health Department	3GTU2LEH3JG286936	2018	GMC	Sierra
Health Department	3GTU2LEH2JG287608	2018	GMC	Sierra
Health Department	3FA6P0G71GR344932	2016	Ford	Fusion

Please consider this as our written agreement between the Delaware County Commissioners (Delaware County) and the Delaware County Health Department whereby it is acknowledged that the above referenced fleet of vehicles will only be used by the Delaware County Health Department.

Thank you,

DELAWARE COUNTY COMMISSIONERS

DELAWARE COUNTY HEALTH DEPARTMENT

BY *[Signature]* Date 11/5/2018
President James King
(Printed name and Title)

BY *[Signature]* Date 11/5/2018
Jammie Bane, Administrator

NEW WORLD / TYLER TECHNOLOGIES AGREEMENT

Mr. Brooke said the New World/Tyler Technologies agreement is working with Muncie Police Department, Delaware County Sheriff and towns Police Departments to expand their software. Mr. Brooke reviewed the contract.

MOTION: Commissioner Riggan made a motion to approve New World/Tyler Technologies agreement.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

Mr. Brad Bookout, Director of Economic Development & Redevelopment, said there was a proposed amount from each of the Tax Increment Finance areas (TIF).

ORIGINAL



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Delaware County, with offices at 210 S. Jefferson St, Muncie, IN ("Client").

WHEREAS, Tyler's predecessor and the Muncie Police Department are parties to Standard Software License and Services Agreement dated December 11, 2008 ("Original Agreement");

WHEREAS, Tyler's predecessor and Client entered into an Additional Software License Agreement, binding Client by the general terms and conditions of the Original Agreement, on December 8, 2009 ("County Agreement");

WHEREAS, Tyler and Client entered into a Support Agreement with an effective date of January 19, 2017, whereby the license issued to the Muncie Police Department in the Original Agreement was transferred to Client ("Second County Agreement");

WHEREAS, Tyler and Client now desire to amend the terms and conditions under the County Agreement, which incorporates the Original Agreement, and the Second County Agreement (collectively, "Agreements");

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 and 2 and associated services as noted in Schedule A1 and/or 2 to this Amendment are hereby added to the Agreements.
2. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees (including Esri) will be invoiced on a pro rata basis beginning on January 1, 2019, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. Additional implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - d. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the Amendment Effective Date.
 - e. Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - f. Travel expenses shall be invoiced as incurred, as applicable.
3. The following definition is added to the Agreements:
 - a. "Affiliated Organization" means a government entity separate from you, but which will have access to the New World Public Safety software detailed in the Amendment Investment Summary in Exhibit 1 and licensed to you under this Agreement. Permissible Affiliated Organizations are listed as "authorized

Amendment-Delaware County IN-NWPS-JW 10.29.2018 (2018-25782 9.24).doc

users" in the Amendment Investment Summary in Exhibit 1. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section 1(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.

4. The following terms are added to the Agreements:

Affiliated Organizations for the New World Public Safety software.

- a. Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the New World Public Safety software hosted from your servers. You understand and agree that you are solely responsible for making the New World Public Safety software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
- b. Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
- c. Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the New World Public Safety software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreements.

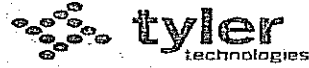
6. All other terms and conditions of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.
 By: [Signature]
 Name: Greg Sebastian
 Title: President, Public Safety Division
 Date: 11-8-18

Delaware County, IN
 By: [Signature]
 Name: Trace King
 Title: 11-5-2018 Commissioner
 Date: 11-5-2018

[Signature]
AUDITOR



**Exhibit 1
Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreements. This Amendment Investment Summary is effective as of the Amendment Effective Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Date: 10/29/2018
 Quote Expiration: 12/31/2018
 Quote Name: Adding Agencies to Sheriff's Mobile and LEFMS System
 Quote Number: 2018-25782
 Quote Description: Add on additional agencies to Delaware County LEFMS, Mobile, and FBI.

Sales Question For
 Delaware County Sheriff Department
 310 S Jefferson St
 Newark, IN 47202-2015
 Phone: +1 (765) 737-7885

Tyler Software and Related Services

Item	Unit	Price	Qty	Total
Mobile Image Download (30)	0	\$0.00	30	\$0.00
LE Dispatch/Messaging/IS/BI/N/CIC (30)	0	\$12,000.00	30	\$12,000.00
In-Car Mapping / AVL (30)	0	\$4,800.00	30	\$4,800.00
LE Field Reporting (Federal Standard) (40)	0	\$10,000.00	30	\$10,000.00
Field Investigation Field Reporting (1 form) (40)	0	\$4,800.00	30	\$4,800.00
Other Software				
(10) Additional Law Enforcement Records Workstations		\$10,000.00	30	\$10,000.00
	Sub-Total:	\$40,000.00	30	\$40,000.00
	Less: Discount	\$2,000.00	30	\$2,000.00
	TOTAL:	\$41,600.00	30	\$41,600.00

Services

Item	Unit	Price	Qty	Total
Up to 116 hours of Add-on Agencies Services for LEFMS - includes Configuration, Training, and Go-Live	116	\$145.00	50	\$16,820.00
Up to 112 hours of Add-on Agencies Services for Mobile and Field Based Reporting - includes Configuration, Training, Go-Live, Form modifications	112	\$145.00	50	\$16,240.00
Up to 24 hours Add-on Agencies Services for interfaces, GIS, and Message Switch Support	24	\$145.00	50	\$3,480.00
Project Management	1	\$9,600.00	50	\$9,600.00
	TOTAL:			\$46,140.00

Third Party Hardware, Software and Services

Ear/Mobile In-Car Mapping unit(s)	30	\$150.00	\$4,500.00	\$4,500.00
	3rd Party Hardware Sub-Total:		\$4,500.00	\$4,500.00
	3rd Party Software Sub-Total:		\$4,500.00	\$4,500.00
	TOTAL:		\$9,000.00	\$9,000.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$41,600	\$9,738
Total Tyler Services	\$46,140	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$9,000	\$945
Travel and Living Expenses	\$16,000	
Summary Total	\$112,740	\$10,683

Tyler Discount Detail

Item	Unit	Price	Qty	Total
Mobile Image Download	30	\$0.00	30	\$0.00
LE Dispatch/Messaging/IS/BI/N/CIC	30	\$12,000.00	30	\$12,000.00
In-Car Mapping / AVL	30	\$4,800.00	30	\$4,800.00
LE Field Reporting (Federal Standard)	30	\$10,000.00	30	\$10,000.00
Field Investigation Field Reporting (1 form)	30	\$4,800.00	30	\$4,800.00
Other Software				
(10) Additional Law Enforcement Records Workstations		\$10,000.00	30	\$10,000.00
	Sub-Total:	\$40,000.00	30	\$40,000.00
	Less: Discount	\$2,000.00	30	\$2,000.00
	TOTAL:	\$41,600.00	30	\$41,600.00

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Servers.

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality. Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (Gig) Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Circumstances. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Circumstances) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and to advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom Interface is Included, Custom Interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/CIC is Included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Assumptions

Associated Annual Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on January 1, 2018 and thereafter in a lump sum amount together with the Client's then-current maintenance and support fees for previously licensed software. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)

Year 2 Maintenance Estimated at \$10,165

This Investment Summary adds the following agencies as authorized users for the New World Licensed Standard Software at Delaware County, IN:

- Daleville Police Department, IN
- Hartsville Police Department, IN
- Albany Police Department, IN
- Gaston Police Department, IN
- Ellettsville Police Department, IN

ORDINANCES FOR FIRST READING

**AN ORDINANCE AMENDING ORDINANCE 2016-006 THE MATERIALITY POLICY AS TO REPORTING TO INDIANA STATE BOARD OF ACCOUNTS AS TO ERRONEOUS OR IRREGULAR MATERIAL VARIANCES, LOSSES, SHORTAGES OR THEFTS AND CREATING INTERNAL CONTROLS FOR DELAWARE COUNTY, IN
ORDINANCE NO. 2018-014**

MOTION: Commissioner Henry made a motion to introduce Ordinance 2018-014, An Ordinance Amending Ordinance 2016-006 The Materiality Policy as to Reporting to Indiana State Board of Accounts as to Erroneous or Irregular Material Variances, Losses, Shortages or Thefts and Creating Internal.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

MOTION: Commissioner Riggin made a motion to suspend the rules of Ordinance 2018-014, An Ordinance Amending Ordinance 2016-006 The Materiality Policy as to Reporting to Indiana State Board of Accounts as to Erroneous or Irregular Material Variances, Losses, Shortages or Thefts and Creating Internal.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

MOTION: Commissioner Riggin made a motion to approve the rules of Ordinance 2018-014, An Ordinance Amending Ordinance 2016-006 The Materiality Policy as to Reporting to Indiana State Board of Accounts as to Erroneous or Irregular Material Variances, Losses, Shortages or Thefts and Creating Internal.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

MONTHLY/WEEKLY REPORTS

Weights & Measures Monthly Report

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$2,182,247.17.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

DEPARTMENT HEADS AND ELECTED OFFICIALS

Ms. Jennifer Irving, Eaton, Indiana, thanked the Commissioners for extending the moratorium. Irving is concerned regarding the timeline.

Mr. Brooke said the date for the moratorium is January 22, 2019.

Ms. Marta Moody, Plan Commission, said January 3, 2019 meeting is a continuation of the public hearing, any proposed changes would be presented at that meeting. The Plan Commission would vote on changes and then, if approved, the ordinance would go to the Commissioners.

Ms. Irving commented about a height limit on semis going over bridges and said a cam could/would work too.

RECESS

MOTION: Commissioner Riggin made a motion to recess until November 19, 2018.

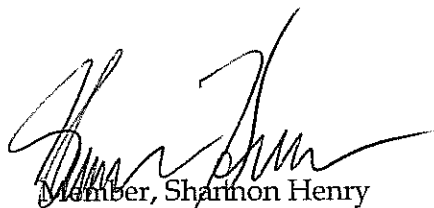
SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King



President King

Vice-President Riggin



Member, Shannon Henry



Auditor, Steven G Craycraft