

DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, JUNE 21, 2021 @ 9:01 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN ST. ROOM 309A
DELAWARE COUNTY, INDIANA GOVERNMENT FACEBOOK PAGE
CALL TO ORDER
PLEDGE TO FLAG
WELCOME
MOMENT OF SILENCE FOR DEBBIE AND KIRK MACE

ORIGINAL

ROLL CALL

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

PUBLIC HEARING

PUBLIC HEARING WITH REGARD TO PETITION TO VACATE PUBLIC WAY IN DELAWARE COUNTY, IN
Mr. Joe Rhett, Attorney provided a map of vacate of public way located in Oakville, Indiana.

No comments from the public.

MOTION: Commissioner Riggins made a motion to close the Public Hearing.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggins, President King

APPROVAL OF MINUTES

MOTION: Commissioner Henry made a motion to approve June 7, 2021 Commissioner Meeting minutes.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

CONTRACTS

2021-02 ROAD PAVING PROJECT BETWEEN CR 600 W BETWEEN
THE GASTON TOWN LIMITS TO THE GRANT COUNTY LINE
SMALL STRUCTURE REPLACEMENT CR 800 E SOUTH OF EASTON-ALBANY PIKE
SLIP LINING PROJECT CR 1100 N EAST OF SR 3

Ms. Angie Moyer, Project Manager, said this is for the Community Crossing project.

Mr. John Brooke, County Attorney opened bids for all three projects.

Slip Lining-Debco Metal Culvers-\$129,750

Road Paving-DC Construction-\$926,098.12, First Brooks-\$706,911, E & B Paving-\$712,510.50

Small Structure Replacement-Hoosier Pride-\$103,137.50, E & B Paving- \$148,000, United Construction-\$112,335

MOTION: Commissioner Riggin made a motion to takes bids under advisement.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

INTERLOCAL GOVERNMENT AGREEMENT

BETWEEN DELAWARE COUNTY AND MADISON COUNTY REGARDING INMATE HOUSING

Mr. Tony Skinner, Delaware County Sheriff, presented the interlocal agreement between Delaware County and Madison County, Anderson, Indiana.

MOTION: Commissioner Henry made a motion to approve the interlocal agreement with Madison County.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

ORIGINAL

INTERLOCAL GOVERNMENT AGREEMENT BETWEEN DELAWARE COUNTY
AND MADISON COUNTY REGARDING INMATE HOUSING

This agreement is made and entered into this 21 day of June, 2021 between Delaware County, Indiana (hereinafter referred to as "Delaware County") and Madison County, Indiana (hereinafter referred to as "Madison County");

WHEREAS I.C. 36-1-7 et seq. provides that political subdivisions and governmental entities may enter into interlocal agreements to exercise certain powers authorized by State statute, and;

WHEREAS the Madison County Jail, from time to time, has more inmates than its capacity and may be unable to appropriately house those persons charged and awaiting trial and/or sentencing or convicted of crimes in Madison County for which Madison County is obligated under the law to house, and;

WHEREAS the Delaware County Jail has, from time to time, available space beyond its needs for the care and housing of those persons charged or convicted of crimes in Delaware County and Delaware County is willing to make the additional space available for use by Madison County.

NOW, THEREFORE, the parties hereby agree to the following:

1) DURATION. This agreement shall be in full force and effect from JUNE, 2021 and end 20, subject to earlier termination provided hereto. This Agreement shall thereafter be renewed automatically annually on the anniversary date of adoption of this Interlocal Agreement and subject to termination as set forth herein. Nothing in this Agreement shall be construed to require Delaware County to house Madison County's inmates indefinitely.

2) TERMINATION. This Agreement may be terminated at any time by written notice from either party to the other party without liability for said termination. The written notice must be delivered by certified mail, express mail or some other type of delivery requiring a signature acknowledging acceptance to the mailing addresses set forth in section 3 of this Interlocal Agreement. Termination shall be effective ten (10) days after receipt of the Notice of Termination. After ten (10) days from receipt of notice of termination, Madison County agrees to remove its pre-trial detainees or persons in custody from Delaware County Jail.

3) MAILING ADDRESS. All notices, reports and correspondence to the respective parties of this Agreement shall be sent to the following location:

Delaware County Sheriff's Office
Sheriff Tony Skinner
3100 S. Tillotson, Ste. 150
Muncie, IN 47302-6546

Madison County Sheriff's Department
Sheriff Scott Mellinger
720 Central Avenue
Anderson, IN 46016

With a copy to:

Delaware County Attorney
c/o Delaware County Commissioners
100 W. Main St., Room 309
Muncie, IN 47305

Madison County Attorney
c/o Madison County Commissioners
16 E. 9th Street
Anderson, IN 46016

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any address changes.

4) DEFINITIONS. The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

"Beds" shall mean space available for any detainee that they are assigned to be housed in the facility.

"Day" is a twenty-four (24) hour long unit of time commencing at 00:00:01 hours and ending at 23:59:59 hours with all times based on the Eastern Time zone or any part thereof.

"Month" shall mean a calendar month.

5) COMPENSATION, NUMBER OF INMATES AND BILLING.

Rate. Delaware County agrees to accept and house in their jail detention facility and make available for the use by the Madison County Sheriff for pre-trial detainees and/or persons being detained/incarcerated by Madison County at the rate of Forty Dollars (\$40.00) per day per person.

Billing and Payment. Delaware County shall provide to Madison County with a monthly invoice at the rate of Forty Dollars (\$40.00) per day per person as per the Agreement plus any additional charges for expenses, or other costs incurred. The invoice shall list the names of all Madison County inmates, and the number of days housed who are housed at the Delaware County Jail for said month. Delaware County agrees to provide said bill by the last day of each month for the prior month's inmate housing. Madison County agrees to make payment to Delaware County within thirty (30) days of receipt of such bill.

6) RIGHT OF INSPECTION. Madison County shall have the right to inspect, at all reasonable times, the Delaware County Jail in order to determine if such jail maintains standards of confinement acceptable to Madison County and that such inmates housed therein are treated in a non-discriminatory fashion under the law regardless of race, religion, color, sex, disability, notional origin, ancestry, or veteran status.

7) FURLOUGHS, PASSES AND WORK RELEASE. Delaware County agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any Madison County inmate housed pursuant to the Agreement. No person that is being detained as a result of action by the Madison County Sheriff shall be released by the Delaware County Jail except to the Madison County Sheriff's Department personnel.

8) INMATE ACCOUNTS (COMMISSARY). Madison County agrees each inmate subject to this Agreement shall be transferred to Delaware County with zero commissary balance, and as such, no transfers will be made from Madison County to Delaware County for each respective inmate. However, Delaware County shall establish and maintain an account for each inmate received from Madison County and shall credit to such account all money received from each inmate. Each inmate shall be afforded the opportunity to purchase commissary at the Delaware County Jail. At either the termination of this Agreement, the inmate's death, release from incarceration, or return to Madison County, the inmate's money shall be refunded to the inmate. Delaware County shall not be responsible for any prior commissary account balance by any person transferred from Madison County. Delaware County shall assess any and all fees that are usual and customary to persons incarcerated in the Delaware County Jail.

9) INMATE PROPERTY. Madison County will not transfer to Delaware County any personal property of Madison County inmates recovered from or surrendered by inmates to Madison County upon booking. All persons detained by Madison County Sheriff and housed in Delaware County shall be returned to Madison County by the Sheriff's Department prior to formal release from custody. Delaware County shall not be responsible for any and all personal property of any person housed by Madison County Sheriff in the Delaware County Jail.

10) RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Delaware County to confine the inmate(s), to provide treatment (including the furnishing of sustenance and all necessary emergency medical and hospital services and supplies), to provide for the inmate's physical needs, to supervise them, to maintain proper discipline and control, to make certain that they receive no special privileges, and to execute any sentence and orders of the committing court in the State applicable to the inmate's confinement, provided that nothing herein contained shall be construed to require Delaware County, or any of its agents, to provide services, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Delaware County to provide services, treatment, facilities or programs to Madison County inmates above, beyond or in addition to that which is required by applicable law or which is usual and customary in the Delaware County Jail.

11) MEDICAL SERVICES. Madison County inmates shall receive such medical and dental treatment when necessary to safeguard their health while housed in Delaware County. Except for routine care and non-medical services provided in the Delaware County Jail, Madison County shall pay directly or reimburse Delaware County for any and all costs associated with the delivery of any emergency, major medical, or other medical service provided to Madison County inmates. Madison County shall be responsible for any and all medical, dental and psychiatric treatment provided and shall be billed accordingly.

12) DISCIPLINE. Delaware County shall have physical control over and power to execute disciplinary authority over all Madison County inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law. Any and all grievances or appeals of discipline of any person housed by Delaware County from the Madison County Sheriff shall be conducted pursuant to the rules of conduct and operation of the Delaware County Jail. Any person that is detained or incarcerated by the Madison County Sheriff that poses a discipline or security issue for Delaware County shall be removed from the Delaware County Jail within twenty-four (24) hours of notification from Delaware County.

13) RECORDS AND REPORTS. Madison County shall forward to Delaware County before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner. Likewise, Delaware County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement at the Delaware County Jail Madison County shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate's incarceration, so long as the record or report is not subject to privilege or court ordered confidentiality.

14) ESCAPES. In the event any Madison County inmate escapes from Delaware County's custody, Delaware County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Madison County. Delaware County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate within its own territory. Any cost in connection therewith shall be chargeable to and borne by Delaware County; however, Delaware County shall not be required to expend amounts to pursue and return inmates from other counties, states or other countries.

15) DEATH OF AN INMATE. In the event of the death of a Madison County inmate, the Delaware County Coroner shall be notified. Madison County shall receive copies of any records made at or in connection with such notification. Moreover, Delaware County shall immediately notify Madison County of the death, furnish information as requested and follow the instructions of Madison County with regard to disposition of the body. The body shall not be released except on written order of Madison County officials, which shall be provided within two (2) days of notification of said death. All expenses related to any necessary preparation of the body and shipment charges shall be paid by Madison County.

16) **RETAKING OF INMATES.** Upon request from Delaware County, Madison County, at their cost and expense, shall pick up and return to Madison County any Madison County inmate within twenty-four (24) hours after receipt of such request from Delaware County Sheriff's Office, for any reason whatsoever.

17) **RIGHT OF REFUSAL AND TRANSPORTATION.** Delaware County shall have the right to refuse to accept any inmate from Madison County for any reason whatsoever. Additionally, Madison County shall not send inmates: (a) that are in a state of detoxification; (b) that are pregnant, or; (c) suffering from a known serious medical condition. Moreover, Madison County inmates incarcerated at the Delaware County Jail shall be transported to Delaware County by and at the expense of Madison County personnel and shall be returned, if necessary, to Madison County by and at the expense of Madison County personnel. Madison County, at its own expense, shall also transport its inmates from the Delaware County Jail to any necessary court proceedings.

18) **HOLD HARMLESS AND INDEMNIFICATION.** Delaware County agrees to defend, indemnify and hold harmless Madison County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, and all judgments, awards, costs, and expenses (including reasonable attorney's fees) resulting from the death or bodily injury to any person or damage or destruction of property to a third party or third parties to the extent caused by any negligent act and/or omission of Delaware County, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

Madison County shall hold Delaware County harmless from any and all acts, conduct, actions, claims or occurrences that result from any action by Madison County or its employees, agents, or persons acting on their behalf.

19) **GENERAL PROVISIONS.**

Severability. In the event any provisions of this Agreement shall be determined to be unenforceable, illegal or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of a party and that materially affects the performance of any of its obligations under this Agreement and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

Dispute Resolution. The parties expressly represent that any dispute concerning this Agreement shall be attempted to be resolved informally. If such resolution is not reached, the parties agree that, upon request from any party, the dispute shall be mediated in the State of Indiana pursuant to the terms of Alternative Dispute Resolution of the Indiana Supreme court prior to resort to litigation. The parties shall agree to a mediator or in the event that they cannot agree to a mediator, each side shall select a mediator and the mediators selected shall select a third person to serve as an additional mediator. The parties shall bear the costs of the mediators equally and shall pay their own costs of mediation.

20) STATE LAW PROVISIONS.

Non-Discrimination. Pursuant to Indiana Code 22-9-1-10 parties and their subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

E-Verify. Pursuant to Indiana Code 22-5-1.7-11 the parties agree to and shall enroll in and verify the work eligibility status of all newly hired employees of the parties after the date of the Agreement through E-Verify Programs as defined in Indiana Code 22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. The parties further represent and certify subject to the pains and penalties of perjury that they do not knowingly employ an unauthorized alien.

Telephone Solicitation Act Compliance. The parties certify that, except for the de-minimis and non-systematic violations, they have not violated the terms of Indiana Code (I.C.) 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that the parties will not violate the terms of I.C. 24-4.7 for the durations of the Agreement, even if I.C. 24-4.7 is preempted by federal law. The parties further certify that any affiliate or principle of the parties and any agent acting on behalf of the parties or on behalf of any affiliate or principal of the parties, except for de-minimis and non-systematic violations, has not violated I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

Investment Activity. Pursuant to Indiana Code 5-22-16.5 the parties certify that the parties are not engaged in investment activities in Iran.

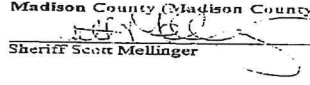
Tort Claims Act Preservation. Nothing in this Agreement waives or is intended to waive any rights or remedies that may be applicable to Delaware County and Madison County or any of their elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, remedies, protections, immunities, defenses, or limitations on liability that Delaware County and Madison County or such related persons are provided by law. Such rights, remedies, protections, immunities, defenses, and limitations or liabilities are specifically reserved and maintained by Delaware County and Madison County.

21) BINDING EFFECT. This Agreement is binding upon and will go to the benefit of the parties hereto and their respective successors and assigns; provided, however, the parties will not assign this Agreement without the prior signed written consent of the other party.

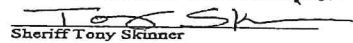
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IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the parties hereto on the dates set forth below.

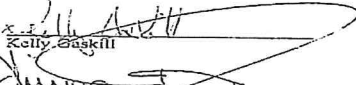
Madison County (Madison County, IN)



Sheriff Scott Mellinger


Delaware County (Delaware County, IN)


Sheriff Tony Skinner

Commissioners of Madison County:

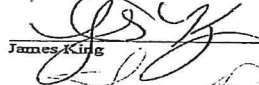

Kelly Gaskill

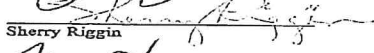

John Richwine



Darlene Likens

Date: 5-26-2021

Commissioners of Delaware County:


James King


Sherry Riggins



Shannon Henry

Date: 6/21/2021

Attest:


Rick Gardner, Madison County Auditor

Attest:


Steven G. Craycraft, Delaware County Auditor

CANPACK ECONOMIC DEVELOPMENT AGREEMENT

Mr. John Brooke, County Attorney, presented the Economic Development agreement with CANPACK US LLC (see attached).

The entire agreement is located in the Auditors office, Mr. Brad Bookout will provide signatures at a later date.

Commissioners

ORIGINAL

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 21 day of May, 2021, by and among the Delaware County Commissioners (the "Commissioners"), the Delaware County Economic Development Commission ("Economic Development Commission"), the Delaware County Redevelopment Commission (the "Redevelopment Commission"), the Delaware County Council (the "Council" and, together with the Commissioners, the Redevelopment Commission, and the Economic Development Commission, the "County Bodies") and CANPACK US LLC, a Delaware limited liability company (the "Company"),

WITNESSETH:

WHEREAS, the County Bodies desire to foster economic development within Delaware County, Indiana (the "County"); and

WHEREAS, the County Bodies have agreed to cooperate by providing economic development assistance for the hereinafter defined Project; and

WHEREAS, the Company has approached the County regarding the construction and equipping of an approximate 862,000 square foot manufacturing facility, with an approximate total capital investment of \$380,676,000, including approximately \$134,705,000 in real property and approximately \$245,971,000 in personal property, together with the creation of approximately 347 new permanent full-time jobs with an average wage of approximately 125% of the existing Muncie MSA average wage ("Base Job Creation Commitment") (collectively, the "Base Project"); and

WHEREAS, the Company may expand, at its sole discretion, the Base Project, prior to December 31, 2025, to include additional capital investment of \$109,737,000, including approximately \$25,824,000 in additional real property improvements consisting of either an addition to the existing or a new manufacturing facility of approximately 196,000 square feet and approximately \$83,913,000 in additional personal property, together with the creation of approximately 78 new permanent full-time jobs with an average wage of approximately 125% of the existing Muncie MSA average wage ("Additional Job Creation Commitment" and together with the Base Job Creation Commitment, the "Job Creation Commitment") (collectively, the "Additional Phase" and with the Base Project, the "Project"); and

WHEREAS, the Company intends to undertake the development of the Project on certain parcels of real property located within the County (the "Property") (see Exhibit A attached hereto for a general description and a depiction detailing the location of the Property); and

WHEREAS, the Company has requested certain economic development assistance from the County; and

WHEREAS, the County Bodies have determined that the completion of the Base Project and the potential Additional Phase are in the best interests of the citizens of the County and the City of Muncie, Indiana, and, therefore, the County Bodies desire to take certain steps in order to induce the Company to complete the Project; and

AN ORDINANCE VACATING PUBLIC RIGHT-OF-WAY
LOCATED IN DELAWARE COUNTY, INDIANA
ORDINANCE 2021-022

MOTION: Commissioner Henry made a motion to introduce Ordinance 2021-022, An Ordinance Vacating Public Right-of-Way located in Delaware County, Indiana.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

AN ORDINANCE AMENDING TITLE 4 OF THE DELAWARE COUNTY CODE REGARDING CHAPTER 2 PERMIT FEES FOR SOLAR
FARMS, SOLAR INSTALLATIONS AND FLOODPLAIN DEVELOPMENT
ORDINANCE 2021-025

Ms. Marta Moody, Plan Commission Executive Director, said they recently adopted solar farm divisions into the Delaware County Zoning Ordinance, an application fee has been established. The Plan Commissioner said Building Permit fees for solar farm installations, residential installations had been done but not commercial. Flood fee development permit fee is also needed. Included is background information is comparable to other counties.

MOTION: Commissioner Riggin made a motion to introduce ordinance 2021-025, An Ordinance Amending Title 4 of the Delaware County Code regarding Chapter 2 Permit Fees for Solar Farms, Solar Installations and Floodplain Development.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

AN ORDINANCE AMENDING CHAPTER 2, SECTION 1-2-3, SECTION N CONCERNING WEAPONS, CELL PHONES AND OTHER
ITEMS IN OR ON COUNTY OWNED OR OPERATED PROPERTY

ORDINANCE 2021-021

Mr. Brooke said the first reading of Ordinance 2021-021 was June 7, 2021. The amendment expanded the Justice Center and Rehabilitation Center.

MOTION: Commissioner Henry made a motion to adopt Ordinance 2021-021, An Ordinance Amending Chapter 2, Section 1-2-3, Section Concerning Weapons, Cell Phones and Other Items in or on County Owned or Operated Property.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

ORDINANCE 2021-021

ORIGINAL

AN ORDINANCE AMENDING CHAPTER 2, SECTION 1-2-3, SECTION N
CONCERNING WEAPONS, CELL PHONES AND OTHER ITEMS IN OR ON
COUNTY OWNED OR OPERATED PROPERTY

WHEREAS, the Delaware County Board of Commissioners has adopted a County Code with various section concerning the use and conduct in or on county buildings and operations; and

WHEREAS, as a result of additions of county facilities and changes in operations, Delaware County Code, Chapter 2, sections 1-2-3(N) should be amended

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

1. Chapter 2, section 1-2-3, subsection N shall be amended in its entirety as follows:

USE OF COUNTY BUILDINGS AND FACILITIES

Section 1. This section shall apply to any and all buildings that are owned, leased, rented or used by any Delaware County government operation, department, entity, board or commission.

Section 2. The following definitions shall apply

- A. "Weapon" shall mean a thing devised or used for inflicting bodily harm or physical damage. This shall include, but not limited to knives, firearms, clubs, chains, stun guns, weaponized devices like "mace" or "pepper spray", laser pointing devices, poles, spears or similar type devices.
- B. "Firearm" shall mean a loaded, unloaded, antique or black powder device that expels ammunition, bullets, shot or some other projectile at a high rate of speed or has the capability of doing so upon loading.
- C. "Mechanical means of transportation" shall mean any device used by an individual to assist with transportation that is not prescribed or required by a person with physical disabilities to ambulate. This shall include, but shall not be limited to skateboards, Segway's®, hoverboards, roller blades, roller skates, shoes with wheels in the sole or similar type devices.
- D. "Cellular devices" shall mean any device which shall allow an individual to contact another person via electronic means other than via text message, email message or any other written communication. This shall include, but shall not be limited to cell

phones, tablets with cellular capabilities, wrist devices that are able to transmit the spoken word or similar devices.

- E. "Exempt person" shall mean a police officer, deputy sheriff, town marshal, deputy town marshal, agent, special agent or any other law enforcement officer or person providing security for any federal, state, local or county elected official.

Section 3. Prohibited Conduct

A. Weapons and Firearms Prohibited.

1. No person shall possess any type of weapon or firearm while inside any county owned, leased or operated facility at any time unless they are an exempt person.
2. No person shall possess in their vehicle any weapon or firearm while on county property unless they are an exempt person.
3. No person shall possess or carry a weapon or firearm into any of the offices or courtrooms in the County unless permission is granted by the judge of the court.

B. Cellular devices are prohibited in or around the Court offices or courtrooms.

1. No person shall possess or use in any of the offices, courtrooms, court waiting areas or other areas related to or affiliated with the Courts unless the person is an attorney admitted to practice law in the State of Indiana and/or has a matter pending in one of the local circuit or other courts.

C. Use of mechanical means of transportation prohibited.

1. No person shall use or operate any type of mechanical means of transportation to move themselves throughout any county owned, leased or occupied building.

D. Domestic animals on County property.

1. No domestic animal shall be permitted into any County owned, leased or occupied building or facility at any time unless the animal is a certified service dog for the visually or physically impaired.
2. No dog, cat or other domestic animal shall be permitted on the grounds of any County owned, leased or occupied property unless that animal is on a leash and in the control of the owner or person that possesses the domestic animal at the time.

Section 4. Penalties

- A. Any violation of this ordinance shall be punishable by a fine of up to \$2,500.00 as a maximum.
- B. Each shall constitute a separate offense.
- C. The County may enforce this ordinance by any and all reasonable means, including injunctive relief.
- D. Any person that violates this ordinance and the violation is directly or indirectly the cause of an injury to a person or damage to County owned property shall be responsible for all costs associated with said damage or injury as well as being charged with a violation of the ordinance.
- E. Each and every person that is found to have violated this ordinance shall be responsible for the costs of enforcement including investigation, enforcement, attorney fees and costs.

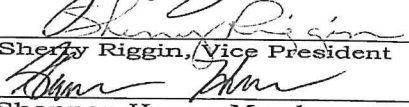
Section 5. Effective Date and Repeal of Prior Ordinances.

- A. This ordinance shall be effective ten (10) days after publication pursuant to I. C. 5-3-1.
- B. Any and all ordinances that were previously adopted by the Board of Commissioners and which contradict this ordinance are hereby repealed.
- C. Ordinances 1997-034 and 1993-30 are hereby repealed.

Passed and adopted by the Board of Commissioners on the 21 day of June, 2021.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA


James King, President


Sherry Riggins, Vice President


Shannon Henry, Member

ATTEST:


Steven Craycraft, Delaware County Auditor

RESOLUTION OF THE DELAWARE COUNTY, IN BOARD OF COMMISSIONERS TO TRANSFER COUNTY OWNED REAL
PROPERTY TO THE CITY OF MUNCIE, IN
RESOLUTION 2021-023

Mr. Brooke said this is a lot that City of Muncie requested for their development/needs.

MOTION: Commissioner Henry made a motion to approve Resolution 2021-023, To Transfer County Owned Real Property to the City of Muncie.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

RESOLUTION NO. 2021-023

RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF
COMMISSIONERS TO TRANSFER COUNTY-OWNED REAL
PROPERTY TO THE CITY OF MUNCIE, INDIANA

WHEREAS, the Delaware County Board of Commissioners, as the legislative body and executive of Delaware County, Indiana (hereinafter, the "Commissioners"), owns certain real property located in the City of Muncie, Indiana, which is specifically identified on EXHIBIT A, attached hereto (hereinafter, the "County Property");

WHEREAS, the City of Muncie, Indiana (hereinafter, the "City"), desires to acquire the County Property from the Commissioners to be used to provide for, and improve, the health and general welfare of the City's residents and visitors; and

WHEREAS, the Commissioners desire to transfer said County Property to the City, subject to acceptance of said County Property by the City as evidenced by the adoption of a substantially similar resolution by the City's Common Council and upon the various terms and conditions as stated herein.

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

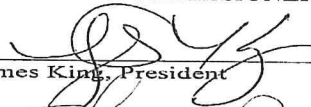
1. The Delaware County Board of Commissioners shall transfer said County Property, as described in EXHIBIT A, attached hereto, to the City of Muncie, Indiana, upon acceptance of the County Property by the City and upon the Town's payment in the sum of Six Hundred and 00/100 Dollars (\$600.00) to Delaware County as reimbursement of the County's acquisition costs for the Property.
2. The City's acceptance of the County Property shall be demonstrated by the adoption of a substantially similar resolution by the City's Common Council, a copy of which shall be provided to the Commissioners upon its adoption by the City's Common Council and maintained in the Commissioners' records.
3. The Delaware County Auditor shall provide an executed copy of this Resolution to the City and, upon receipt of a substantially similar resolution adopted by the City's Common Council, the President of the Board of Commissioners shall be authorized to execute all necessary documents to facilitate and carry out said transfer of the County Property to the City.
4. This Resolution shall be effective upon adoption and publication as may be required by law.


Resolution No. 2021-023


Page 1 of 3

DULY ADOPTED by the Board of Commissioners of Delaware County at a regularly scheduled public meeting held on this, the 21 day of JUNE, 2021.

*DELAWARE COUNTY
BOARD OF COMMISSIONERS*


James King, President


Sherry Riggins, Commissioner


Shannon Henry, Commissioner

ATTEST:


Steven Craycraft, Auditor
Delaware County, Indiana

Resolution No. 2021-023

Page 2 of 3

Commissioners June 21, 2021 meeting

EXHIBIT A

Property Description

Parcel ID: 18-11-15-326-003.000-003

Legal Description: The East Half of Lot Number 2 in Galliher Subdivision, an Addition to the City of Muncie, Indiana, excepting therefrom 3 1/2 feet of equal width off of the entire East side of said Lot Number 2.

Resolution No. 2021-023

Page 3 of 3

RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS
ASSIGNING A TAX SALE CERTIFICATE TO THE MUNCIE, INDIANA DEPARTMENT OF REDEVELOPMENT
RESOLUTION 2021-024

Mr. Brooke said is a request from City of Muncie for redevelopment.

MOTION: Commissioner Henry made a motion to approve Resolution 2021-024, Assigning a Tax Sale Certificate to the Muncie, Indiana Department of Redevelopment.

SECOND: Commissioner Riffin

YEAS: Commissioner Henry, Commissioner Riffin, President King

ORIGINAL

RESOLUTION NO. 2021-024

**RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF
COMMISSIONERS ASSIGNING TAX SALE CERTIFICATE TO THE CITY OF
MUNCIE, INDIANA DEPARTMENT OF REDEVELOPMENT**

WHEREAS, the City of Muncie has identified the parcel of real property identified on Exhibit A, attached hereto, for which the Board of Commissioners currently holds a tax sale certificate and has requested that this tax sale certificate be assigned to the City of Muncie's Department of Redevelopment; and

WHEREAS, the Board of Commissioners now desires to assign the tax sale certificate for the above-referenced property to the City of Muncie's Department of Redevelopment for use for the public good by encouraging private development by adjacent property owners.

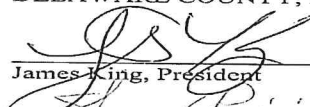
IT IS THEREFORE RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT:

SECTION 1. The Board of Commissioners hereby assigns the tax sale certificate for the property identified on Exhibit A, attached hereto, to the Muncie Redevelopment Commission, as the governing body of the City of Muncie's Department of Redevelopment, for use for the public good, subject to the acceptance of the assignment by the City of Muncie.

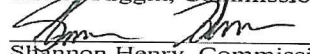
SECTION 2. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA ON THIS, THE 21 DAY OF JUNE, 2021.

BOARD OF COMMISSIONERS OF
DELAWARE COUNTY, INDIANA


James King, President


Sherry Riffin, Commissioner


Shannon Henry, Commissioner

ATTEST:



Steven Craycraft, Auditor
Delaware County, Indiana

Exhibit A

Tax Sale Certificate List

Parcel ID No.:	18-11-16-432-002.000-003
Brief Tax Legal:	S P A 60' X 33' ON 5TH ST L 1 BLK s
Parcel Address:	125 Adj. West 5th Street, Muncie, Indiana
Certificate No.:	182000711

DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Mike Ashley, EMS Director, said the Area Career Center, Mr. Chris Horner was looking for an older ambulance for training purposes. Mr. Ashley has 2007 Chevy with no transmission. Mr. Horner looked at it and said the ambulance would be excellent for training. Mr. Ashley asked if the Commissioners would allow this to take place.

MOTION: Commissioner Henry made a motion to approve the ambulance to be transferred to Area Career Center.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Mr. Brooke said the title should be transferred to Area Career Center/Muncie Schools.

Mr. Ashley has CF 19 books to auction off or dispose.

MOTION: Commissioner Henry made a motion to approve the disposal or auction of CF 19 books.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Mr. John Coutinho, EMA Director, has a 2004 Gold Ford Explorer with over 200,000 miles that is not worth much.

Yorktown Fire Department would like to use this for training purposes in their Fire Academy class.

MOTION: Commissioner Henry made a motion to approve that the Yorktown Fire Department use the vehicle for Fire Academy class.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Mr. Brooke said the title should be transferred to Yorktown Fire Department.

MONTHLY/WEEKLY REPORTS

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$2,659,952.80.

SECOND: Commissioner Henry

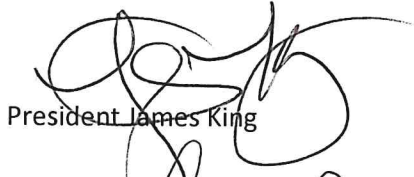
YEAS: Commissioner Henry, Commissioner Riggin, President King

RECESS

MOTION: Commissioner Riffin made a motion to recess until July 6, 2021.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riffin, President King



President James King



Vice President, Ms. Sherry Riffin



Member, Mr. Shannon Henry



Auditor, Mr. Steven G Craycraft