

DELAWARE COUNTY COMMISSIONER'S MEETING
Tuesday, February 20th, 2024 @ 9:04 A.M.
In the Commissioners' Courtroom at:
100 W. Main St. Room 309A
Meetings will also be live streamed via the
Delaware County, Indiana Government Facebook Page
[Comments may be made to the Commissioners via their email at
commissioners@co.delaware.in.us

CALL TO ORDER
WELCOME
PLEDGE TO FLAG

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, County Attorney (absent)
Mr. Andy Barchet
Mr. Ed Carroll, Auditor

APPROVAL OF MINUTES:

MOTION: Commissioner Henry made a motion to table the Commissioners Meeting February 5th, 2024 minutes and review them at next meeting.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

PRESENTATIONS

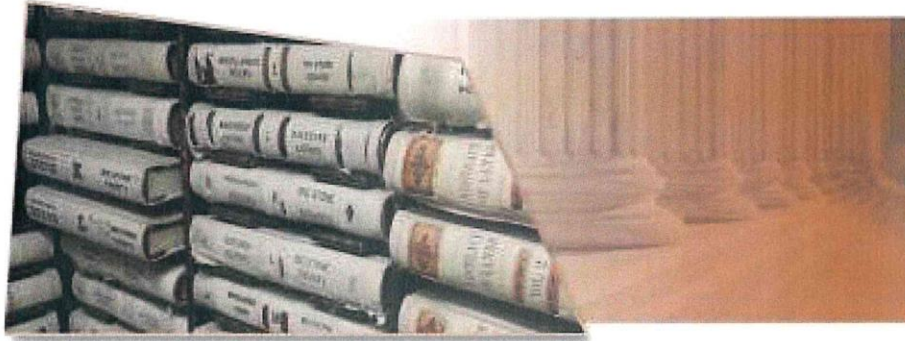
IRACS/PAST Recovery Services – Shane Ehrhart

Mr. Shane Ehrhart the program director of the Delaware County IRACS program which works with individuals that are incarcerated within the Delaware County Jail. As of today, they have severed 281 individuals and provided over 20,000 individual engagements with these individuals. They have 414 active participants and provided 419 community referrals to our two community peers. With the funding from the commissioners, they are able to assist with many things that are included but not limited to: acquiring identification, birth certificates, social security cards, transportation, assisting with housing, clothing, and hygiene needs. Mr. Ehrhart is asking today for the commissioners to follow the mayors lead of refunding the program for \$50,000.

Fidlar Technologies – Jan Smoot and Charlie Richmond

Mr. Charlie Richmond stated this is a joint project with the Recorders office to archive the plat books and binders in the recorder's office. Recorder Jan Smoot has started on this project and is about 50% completed.

Mr. Peter Ollis represented Fidlar Technologies. Fildar Technologies is a vital record software provider located in Davenport Iowa. The project for the recorder's office original estimate for this project was \$220,000 to finish digitizing all of the reporters' records. The price has increased to \$300,000 but we are honoring the previous quote.



Delaware County, IN Media Conversion Agreement

Auditor's Office

Peter Ollis
Territory Manager
Fidlar Technologies
Office: (563) 345-1272
Mobile: (563) 214-4599
Email: PeterO@fidlar.com

Delaware County, IN

Statement of Work

Book Type	Range	# of Books
Transfer Books - Bound	Vols. 1-232	232
Transfer Books - Mechanical, Folio	Vols. 1-64	64
Transfer Books - Mechanical, Binders	Vols. 1-119	119
Miscellaneous Transfer Books - Mechanical, Folio	Vols. 1-15	15
Commissioner Record Books - Bound	Vols. 1-38	38
Commissioner Record Books - Mechanical	Vols. 39-61	23
Tax Sale Books - Bound, Oversized	Vols. 1-2	2
Area Books - Mechanical, Oversized	Vols. 1-12	12
**DRIVE SPACE REQUIRED: 17.77GB		



Delaware County, IN Media Conversion Agreement

February 14th, 2024

Delaware County Auditor's Office
Mr. Charlie Richmond
100 W Maine Street
Muncie, IN 47305

Dear Charlie,

The following provides the details of your upcoming scanning agreement.

As your software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your books, conversion, enhancement of the images, grouping and naming of each book and importing all specified book records into your Fidlar APEX system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office and your constituents.

Sincerely,

Peter Ollis
Territory Manager
Fidlar Technologies
Office: 563-345-1272
Mobile: 563-214-4599
Email: PeterO@fidlar.com



Investment Summary: Fidlar Services Description

✓ **Scan & Capture**

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the books. During this phase, the following activities will occur: travel, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

✓ **Image Cropping, Border Removal & Image Enhancements**

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

✓ **Grouping/Naming of Images**

The images will be grouped into books and named with the appropriate book number. The accuracy of grouping/naming is 98.5%. Images that cannot be corrected using APEX and require further manipulation, will be done so at the county's expense.

✓ **Indexing Services (Optional, See Page 6)**

If you would like to include CONDOR indexing services to this contract, please fill out page six and select the necessary type of indexing within the CONDOR Addendum.

✓ **Project Resources Management & Import**

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system and configuring your Fidlar system for immediate access to newly imported documents via APEX. The imported documents will also be made available for back indexing in APEX if desired.



Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Agreement, Delaware County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

✓ Scan, Capture, & Image Processing	\$256,570.80
○ Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images	
✓ Project Resource Management & Import	\$42,761.80

TOTAL INVESTMENT **\$299,332.60**

***Totals are based on 24-hour on-site access for scanning (Estimated Days On-Site: 14).**

****Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

Billing Milestones

1. 25% due upon signing of this Professional Services Agreement.
\$ 74,833.15
2. 50% due upon scanning completion.
\$ 149,666.30
3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Auditor if the total investment exceeds the estimate.
\$ 74,833.15 (**Estimated)

** Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.





This add-on service integrates seamlessly with the existing Fidlar Records System. The CONDOR 'HISTORICAL' Indexing Services solution works within project parameters to index party names, legal descriptions and other data elements. CONDOR will incorporate this information into your Records System.

Your 'HISTORICAL' Indexing Services solution includes the following services and investment (please select):

- _____ Full Document Indexing - \$1.50/Document
- _____ Partial Document Indexing (all index data excluding legal descriptions) - \$1.00/Document

HANDWRITTEN DOCUMENTS (if applicable):

- _____ Full Document Indexing - \$3.00/Document
- _____ Partial Document Indexing (all index data excluding legal descriptions) - \$2.50/Document

These amounts apply for work performed.

Notes

- County will inform CONDOR management team as to the approximate number of 'HISTORICAL' documents required to be indexed
 - Once Processed, these documents will go into an Audit queue for the county staff to verify the indexed information.
- Only actual indexed quantities will be invoiced.
- Invoices will be sent monthly based on the previous month's completed work.

In exchange for products and services outlined in this addendum, Delaware County Auditor agrees to pay Fidar Technologies the total amounts due based on the terms and conditions described above.



Schedule "A" – Media Conversion Project

This Agreement is made this ___ day of _____, 2024, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and DELAWARE COUNTY, IN (the "CLIENT").

RECITALS

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



Delaware County, IN Media Conversion Agreement

- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Delaware County Auditor's Office
Mr. Charlie Richmond
100 W Main Street
Muncie, IN 47305

ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence),



Delaware County, IN Media Conversion Agreement

strict or product liability, breach of agreement or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

- 3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to FIDLAR: Fidlar Technologies, Inc.
350 Research Parkway
Davenport, IA 52806
Attn: Alex Rikken, President
- b. Notice to CLIENT: Mr. Charlie Richmond
Delaware County Auditor's Office
100 W Main Street
Muncie, IN 47305
- 3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Indiana.
- 3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.



Delaware County, IN Media Conversion Agreement

- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



Delaware County, IN Media Conversion Agreement

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Delaware County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein. Prices are valid through December 31st, 2024.

In exchange for products and services outlined in this proposal, Delaware County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Mr. Charlie Richmond
Delaware County Auditor's Office
100 W Main Street
Muncie, IN 47305

Print_____

Signature_____

Title_____

Date_____

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print_____

Signature_____

Title_____

Date_____

ACCEPTED:

Delaware County Commissioners

Signature_____

Date_____

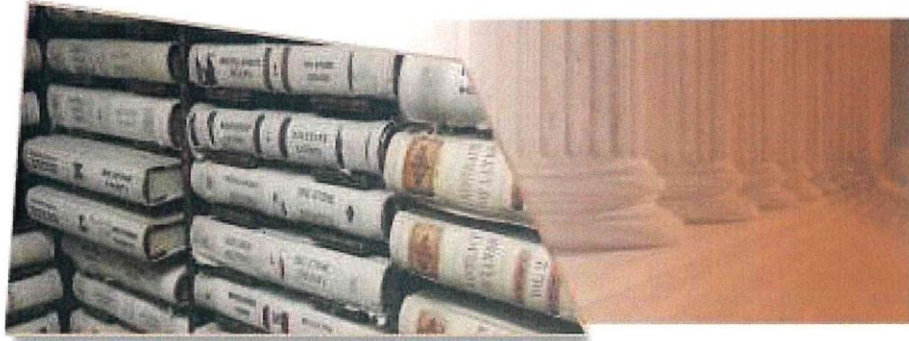
Signature_____

Date_____

Signature_____

Date_____





Delaware County, IN

Media Conversion Agreement

Greg Sullivan
Partner Relationship Manager
Office: (563) 345-1280
Mobile: (309) 737-9375
Email: gregs@fidlar.com

Delaware County, IN

Statement of Work

Book Type	Range	# of Books
Grantor Index Book from Rollfilm - Folio	Vols. 1-17	17
Grantee Index Book from Rollfilm - Folio	Vols. 1-17	17
Grantor Index Books - Folio	Vols. 18-41	24
Grantee Index Books - Folio	Vols. 18-41	24
Deed Record Books	Vols. A, 1-449	449
Quite Title Books	Vols. 1-4	4
Sherriff Deed Books	Vols. 1-6	6
**DRIVE SPACE REQUIRED: 29.17GB		



Delaware County, IN Media Conversion Agreement

February 12th, 2024

Delaware County Recorder of Deeds
Ms. Jan Smoot
100 West Main Street
Muncie, IN 47305

Dear Jan,

The following provides the details of your upcoming scanning agreement.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your books, conversion, enhancement of the images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidlar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Greg Sullivan
Partner Relationship Manager
Fidlar Technologies
Office: 563-345-1280
Mobile: 309-737-9375
Email: gregs@fidlar.com



Investment Summary: Fidlar Services Description

✓ **Scan & Capture**

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the books. During this phase, the following activities will occur: travel, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

✓ **Image Cropping, Border Removal, & Image Enhancements**

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

✓ **Grouping/Naming of Images**

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 98.5%. AVID will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images.

Images that cannot be corrected using AVID and require further manipulation, will be done so at the county's expense.

✓ **Project Resources Management & Import**

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Agreement, Delaware County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

✓ Scan, Capture, & Image Processing	\$182,288.86
○ Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images	
✓ Book & Page Location Index	\$7,700.00
✓ Project Resource Management & Import	\$30,381.00

TOTAL INVESTMENT **\$220,369.86**

***Totals are based on 12-hour on-site access for scanning (Estimated Days On-Site: 18).**

****Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

Billing Milestones

1. 25% due upon signing of this Professional Services Agreement.
\$ 55,092.47
2. 50% due upon scanning completion.
\$ 110,184.93
3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.
\$ 55,092.46(**Estimated)

** Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



Schedule "A" – Media Conversion Project

This Agreement is made this ___ day of _____, 2024, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and DELAWARE COUNTY, IN (the "CLIENT").

RECITALS

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



Delaware County, IN Media Conversion Agreement

- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Delaware County Recorder of Deeds
Ms. Jan Smoot
100 West Main Street
Muncie, IN 47305

ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence),



Delaware County, IN Media Conversion Agreement

strict or product liability, breach of agreement or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

- 3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to FIDLAR: Fidlar Technologies, Inc.
350 Research Parkway
Davenport, IA 52806
Attn: Ernest Rigger, President
- b. Notice to CLIENT: Ms. Jan Smoot
Delaware County Recorder of Deeds
100 West Main Street
Muncie, IN 47305
- 3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Indiana.
- 3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.



Delaware County, IN Media Conversion Agreement

- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



Delaware County, IN Media Conversion Agreement

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Delaware County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Delaware County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Ms. Jan Smoot
Delaware County, IN
100 West Main Street
Muncie, IN 47305

Print _____

Signature _____

Title _____

Date _____

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print _____

Signature _____

Title _____

Date _____

ACCEPTED:

Delaware County Commissioners

Signature _____

Date _____

Signature _____

Date _____

Signature _____

Date _____





Delaware County, Indiana Bastion Service License Agreement



Peter Ollis
February 15, 2024



BASTION SOFTWARE LICENSE AGREEMENT

This agreement replaces the Bastion Software License Agreement signed by Delaware County on September 26th, 2019 (Contract #: 19-3271).

This Agreement is made effective as _____, 2024, by and between: Fidlar Technologies, with its principal place of business at 350 Research Parkway, Davenport, Iowa 52806 (herein "Fidlar"), and the Delaware County Recorder, with its principal place of business at 100 W Main St #209, Muncie, IN 47305 50208 (herein "County").

1. DEFINITIONS

(a) Software – the computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by Fidlar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County's real estate records using another Fidlar software program, and the electronic delivery of such electronic copy to a location separate from County's offices.

(b) Acceptance – The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidlar of a material problem with the Software within 30 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.

2. GRANT OF LICENSE

Subject to the payment of the license fees to Fidlar as provided herein, Fidlar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement and to use the documentation therefore during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidlar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.

3. DELIVERY, INSTALLATION AND USE



Updated Bastion Service License Agreement

County shall use the Software in connection with its governmental operations. Fidlar will deliver the Software to County and install the Software at County's location listed above, hereto. County and its permitted assignees may install and use the Software in any new location if it moves to a different location. Fidlar will use its best efforts to correct any problems of which it is notified by County within 30 days of completion of installation, testing, and training. County is exclusively responsible for the supervision, management, and control of its use of the Software.

4. OWNERSHIP, REPRODUCTION AND DISCLOSURE

(a) The Software is licensed, not sold and remains the property of Fidlar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.

5. TERMINATION OF LICENSE

(a) The term of this license shall continue in perpetuity provided, that either party may terminate the license if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party. Nothing in this sub-section 6(a) is intended to preclude Fidlar from seeking immediate appropriate injunctive relief in the event of any violation of Fidlar's intellectual property rights.

(b) Upon termination of the license, County shall immediately cease use of the Software and shall, within ten (10) days following termination, return the original Software and all copies thereof, or with Fidlar's written consent, destroy the original Software and associated documentation and certify in writing to Fidlar that all copies of the Software and documentation have been destroyed.

6. WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT

(a) Warranty. **The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fidlar. There are no warranties that extend beyond the description on the face hereof.**

(i) Fidlar warrants that the Software is properly licensed and that Fidlar otherwise has the right to distribute the Software in accordance with this Agreement.

(ii) Fidlar further warrants that the media in which the Software is delivered to County is undamaged and free from mechanical defects.

(b) No Other Warranties. Fidlar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT



NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF FIDLAR WITH RESPECT TO THE SOFTWARE. FIDLAR DISCLAIMS ALL LIABILITIES OR OBLIGATIONS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS INTERRUPTION OF BUSINESS OR ANY LOSS OF BUSINESS OR PROFITS, LOSS DUE TO PERSONAL INJURY, OR HARM TO PROPERTY, OR ANY EXPENSE EXPERIENCED BY COUNTY ARISING OUT OF ANY DEFECTS IN OR FAILURE OR INADEQUACY OF PERFORMANCE OF THE SOFTWARE FURNISHED BY FIDLAR HEREUNDER.

7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

(a) **Limitation of Liability.** Even if Fidlar has been advised of the possibility of such claims, demands, or damages, in no event shall Fidlar be liable to County for the following: any incidental, special, exemplary, or consequential damages; any loss of profits or confidential or other information; business interruption, personal injury, any loss of privacy for failure to meet any duty including of good faith or of reasonable care, any negligence or negligent misrepresentation, and any other pecuniary or other loss whatsoever, even in the event of the fault of Fidlar (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty.

(b) **Exclusive Remedy.** County's exclusive remedy against Fidlar for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at Fidlar's option and subject to applicable law. County will only be entitled to the direct damages that County actually incurs in reasonable reliance, up to the amount of a refund of the license fees (plus sales tax) that County paid for the Software. The limitations and exclusions regarding damages will apply even if any remedy fails.

(c) **Costs.** If suit is brought or an attorney retained by either party to enforce the terms hereof, collect any monies due under, or collect damages for breach of, this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs and other related expenses incurred in connection therewith.

9. STORAGE FACILITY

The purpose of the AVID Bastion Hosting Service is to store the official public record of the County's real estate records at a location physically separate from the County's location. The cost above covers the hardware costs, software costs (such as Operating System Licenses, Microsoft SQL Server Core Licenses, Backup Software Licenses, VM Ware Software Licenses, etc.), environmental maintenance, and digital backups of all



Updated Bastion Service License Agreement

critical components of the DELAWARE County Recorder’s Land Records System at the primary data center

This service also covers a replicated copy of your hosted production system. Hardware based mirroring of your Virtual Machine Operating Systems, SQL Databases, and digital scanned images will occur daily.

10. DATA and DOCUMENT IMAGE OWNERSHIP

Client owns all rights and privileges to the data and images made available through this service.

This Software License Agreement was executed to be effective as of the date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by the terms hereof.

DELAWARE COUNTY, IN RECORDER

DELAWARE COUNTY, IN AUDITOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIDLAR TECHNOLOGIES

By: _____

Print Name: _____

Title: _____

Date: _____



SCHEDULE A

Software/ Services Pricing & Payment

BASTION Service Description

Bastion replaces the need for an on-site server infrastructure within your office, for Fidler’s AVID Land Record software. The hosted infrastructure that Bastion provides alleviates the need and cost of an onsite application server, obligatory software licensing fees, and backup procedures traditionally required with a localized technical operation.

Security measures are heightened with a secondary, off-site repository that backs up the hosted servers, ensuring the safekeeping of county data in the event of a disaster.

Internet speeds at the County office will need to be a minimum of 10 Mbps download and upload in order for Bastion to function properly.

Storage Costs

With the implementation of various Projects and Software packages, your quarterly storage costs can have a tendency to fluctuate from one price range to another. Projects such as Media Conversions and software such as iNSPECT or Shadow Tables can impact sizes. You will be invoiced on actual space consumed for that Quarter.

Size Range	Annual Price	Recorder (90%)	Auditor (10%)
301 – 350 Gb	\$17,600.00	\$15,840.00	\$1,760.00
351 – 400 Gb	\$19,400.00	\$17,460.00	\$1,940.00
401 – 450 Gb	\$21,200.00	\$19,080.00	\$2,120.00
451 – 500 Gb	\$23,000.00	\$20,700.00	\$2,300.00
501 – 550 Gb	\$24,800.00	\$22,320.00	\$2,480.00

The assumed total size of your current repository is assumed to be between 301 Gb and 350 Gb.

Delaware County Recorder will be 90% of the total Bastion Payment.

Delaware County Auditor will be 10% of the total Bastion Payment.

*Any re-calculation of % split between Recorder and Auditor will occur at the request of the Delaware County Recorder AND Delaware County Auditor.



Updated Bastion Service License Agreement

Total Projected Recorder Quarterly Charge: \$10.00

Total Projected Auditor Quarterly Charge: \$425.00

***Due to the uncertainty of total size, Year 1 Total invoicing will not exceed \$17,600.**

PAYMENT MILESTONES

First Quarterly charge will be invoiced upon LIVE Date.

Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale or delivery of the product purchased. **Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.**

COUNTY REPRESENTS THAT SCHEDULE 'A' HAS BEEN READ:

DELAWARE COUNTY, IN RECORDER

DELAWARE COUNTY, IN AUDITOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIDLAR TECHNOLOGIES

By: _____

Print Name: _____

Title: _____

Date: _____



CONTRACTS OR AGREEMENTS FOR APPROVAL:

Mr. Andy Barchet opened the fuel bids. First bidder is Heritage petroleum LLC at 516 North 7th Avenue Evansville with an option one escalating bid for unleaded gasoline 87 Octan for \$2.2009. Option 2 firm bid is \$2.4278. Their blended diesel fuel Winter Blend is \$2.8012 option one. Option two firm bid is 2.7239 the number two diesel fuel \$2.7762 option one escalating bid option two firm bid \$2.6989.

Commissioner Henry suggested that we just read the company name and have Angie take it under advisement and make a spreadsheet. We can make that public and vote on it after that.

Mr. Andy Barchet stated second bidder was AgBest at 111 North Grandville Muncie, IN.

Commissioners agreed that if anybody's here from any of these companies that they should be able to come up and look before they leave.

MOTION: Commissioner Henry made a motion to take the fuel bids under advisement.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner Riggins, President King

PUBLIC NOTICE TO BIDDERS

NOTICE is hereby given that the Board of County Commissioners of Delaware County, Indiana, will receive sealed bids until the hour of **12:00 P.M., Friday, February 16, 2024**, local time at the office of the Delaware County Auditor in the Delaware County Building, 100 West Main Street, Room 103, Muncie, Indiana, 47305 for the furnishing and delivering of materials, supplies and services necessary for the maintenance, construction and reconstruction of county roads and bridges. (The office hours of the County Building are Monday - Friday, 8:30am - 4:00pm). Bids will then be publicly opened and read aloud at the Board of Commissioners' Meeting beginning at **9:00 A.M. on Tuesday, February 20, 2024**. Any bid received after the above-designated time will be returned unopened.

All bids shall be submitted in duplicate and have bid title and item number clearly marked on the outside face of the envelope. Bid must be submitted on Form 95. Each bidder shall accompany his bid with a bidder's bond or certified check for not less than \$500.00 (Five Hundred Dollars).

Bidders shall have the right to increase the contract unit price(s) in the amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted (hereinafter referred to as "base date") to the Board of Commissioner's. Any increase or decrease in the bidder's cost of materials and supplies after the base date shall be determined monthly, and shall be verified by proper documents furnished to the Board of Commissioners through the County Engineering Department and shall include proof of price to the bidder from the bidder's source of supply.

Bidder **MUST** state on their bid if said bid is subject to the above-described escalator clause. Bids submitted without such declaration will be considered firm for the year 2024 through the end of March 31, 2025. Bids will be honored with regard to location and according to availability of materials and according to county needs.

Detailed specifications for the following items are on file in the Delaware County Engineering Department, located at 7700 East Jackson Street, Muncie, IN.

- | | |
|---|------------------------|
| 1. A. Unleaded gasoline, Eighty-seven (87) Octane | 50,000 gallons or less |
| B. Blended Diesel Fuel | 50,000 gallons or less |
| C. No. 2 Diesel Fuel | 50,000 gallons or less |
| D. Biodiesel Blended Fuel, 20 % Biodiesel (B20) | 50,000 gallons or less |

No bidder may withdraw his or her bid for a period of sixty (60) days after the opening of bids. The Board of County Commissioners reserves the right to reject any and all bids and to waive any informalities in bidding.

If you have any questions contact, Tommie Humbert, Highway Superintendent, 765-747-7818.

By order of the Commissioners of Delaware County through Angela Moyer, Project Director.

COUNTY HIGHWAY SUPERVISOR'S REQUISITION

To the Auditor of Delaware County, Indiana.

The following tools, implements, machinery, supplies, materials, and equipment are hereby requisitioned for maintenance and repair of county roads and bridges under supervision of County Highway.

ITEM	QUANTITY	UNIT	DESCRIPTION	DATE WANTED
1. A	50,000 or less	Gals.	Unleaded gasoline, eighty-seven (87) Octane	As needed
<p>Bids shall include delivery to any location in Del. Co. and shall include the cost of cleaning the tank twice per year at the request of the Delaware County Highway Department.</p>				
1. B	50,000 or less	Gals.	Blended Diesel Fuel	As needed
1. C	50,000 or less	Gals.	No.2 Diesel Fuel	As needed
1. D	50,000 or less	Gals.	Biodiesel Blended Fuel, 20% Biodiesel (B20)	As needed
<p>Bids shall include delivery to the Delaware County Highway Department</p> <p>Approximate beginning & ending date that fuel will be blended for winter mix. Rack or injected blending will both be acceptable.</p> <p>Successful Bidder shall, in cases of emergency as declared by the Delaware County Commissioners, have fuels available twenty-four (24) hours per day, Monday through Sunday. Normal deliveries shall be made during business hours Monday through Friday at the Delaware County Garage, upon notice as made by the Highway Superintendent or his designee.</p>				

Detailed specifications for machinery, equipment and materials above requisitioned are hereto attached.

Signed this _____ day of _____, 2024.

Interlocal Agreement Hamilton Township- Andy Barchet

MOTION: Commissioner Henry made a motion to table this until next meeting. John, Mike, James, Miss Piper and I have been working on this.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

Dyer Cemetery – Ashton Land Surveyors

Ms. Kathy with Ashton land surveyor at 325 West Washington stated they have a parcel of ground that the family of the Dyer family has wished to convert or make into a cemetery. To do that we need to dedicate the road frontage right away for the entire three acres. The cemetery is only going to be 25 by 50 ft but we're doing the entire road with the intention of making the rest of the 3-acre remaining parcel a buildable house parcel. Right now, this property is to the west of the address 2050 North Martin St Gaston, IN. This has been approved by all three stages with one minor word change that the plan commission recommended.

Commissioner Henry was at the planning commission hearing and stated everything looked good to him.

MOTION: Commissioner Henry made a motion to approve Dyer Cemetery

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner Riggan, President King



325 W. Washington St.
Muncie, IN 47305
Ph: 765-282-2094
Fax: 765-282-2596
www.ashtonland.com

Property Division
20050 N. Martin St.
Gaston, IN

I warrant under the penalties for perjury that I have been duly licensed and that I am duly qualified to perform the services herein stated and that I am duly qualified to perform the services herein stated.

Revisions

No. 1	Date: 02/02/24	Reason: Encumbrance Adjustment
Drawn: SSM	Date: 10/19/23	Job: 20231442
Client: Carrie Dyer	Owner: Carrie & Brian Dyer	Surveyor: JIM
Electronic Field Book	Field Date: 09/27/23	MISSISSIPPI REF. #

This Instrument Prepared by: Halston L. Ashton
Accuracy or completeness of subsurface features is not certified.



325 W. Washington St.
Muncie, IN 47305
Ph: 765-282-5594
Fax: 765-282-5596
www.astreon.com

A part of the West half of the Northwest Quarter of Section 11, Township 22 North, Range 9 East, in Delaware County, Indiana, more particularly described as follows: **to-wit:** Commencing at the Southwest corner of said West Half of the Northwest Quarter of Section 11, Township 22 North, Range 9 East and running thence West on the South line thereof 160 feet; thence running North parallel to the East line of said West Half of the Northwest Quarter a distance of 90 feet to the center line of Massinknew River, thence running in a Southwesterly direction with the center line of said river to the East line of said West Half of the Northwest Quarter of said Section; thence running South on said East line of said Section 90 feet to the place of beginning, estimated to contain 2.62 acres, more or less.

SUBJECT to a 22-foot wide ingress, egress, and parking easement in Section 11, Township 22 North, Range 9 East, Washington Township, Delaware County, Indiana described as follows:

Commencing at a 3/4 inch rebar marking the Southeast corner of the West Half of the Northwest Quarter of Section 11, Township 22 North, Range 9 East; thence North 02 degrees 30 minutes 47 seconds West 25.00 feet along the East line of said West Half-Quarter Section to a 3/4 inch rebar; thence South 57 degrees 29 minutes 13 seconds West 43.55 feet to the point of beginning; thence South 87 degrees 29 minutes 13 seconds West 22.00 feet to a 3/4 inch rebar; thence North 02 degrees 30 minutes 47 seconds West 25.00 feet to a 3/4 inch rebar; thence South 87 degrees 29 minutes 13 seconds West 50.00 feet to a 3/4 inch rebar; thence South 02 degrees 30 minutes 47 seconds East 25.00 feet to a 3/4 inch rebar; thence South 87 degrees 29 minutes 13 seconds West 22.00 feet; thence North 02 degrees 30 minutes 47 seconds West 47.00 feet; thence North 87 degrees 29 minutes 13 seconds East 94.00 feet; thence South 02 degrees 30 minutes 47 seconds East 47.00 feet; to the point of beginning.

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 855 IAC 1-12-7 made under my supervision and completed on October 17, 2023.

LEGEND MONUMENT	CONDITION	DEPTH
① 5/8" Rebar	Good	1" Below
② Unmarked Stone	Good	At Grade

Registered Land Surveyor LS80040143
Haldon L. Ashton

Surveyor's Note
The Relative Positional Accuracy (due to random errors in measurement) of the corners of the subject tract established this survey is within the specifications for an **Intermediate** (more or less 0.07 feet) Survey.

1. In accordance with the Indiana Survey Standards as defined in Indiana Administrative Code 855 IAC 1-12-7 (Rule 12), the following opinions and observations are submitted regarding uncertainties in the location of the lines and corners established by this survey as a result of: a. Availability, condition and integrity of reference monuments; b. Record documents; c. Lines of occupation; and d. Measurements (Theoretical Uncertainties).

There may be unasserted rights associated with these uncertainties.

MONUMENT TYPE	CONDITION	DISTANCE	DEPTH
① T-Post	Good	N/A	N/A
② 5/8" Rebar	Good	On Line	1.25" Above
③ 5/8" Rebar	Good	0.2' S, 0.1' E	1" Below
④ 2" Metal Post	Good	None	N/A
⑤ 5/8" Rebar	Good	1.6' N, 0.8' W	1" Below
⑥ 5/8" IRLA	New	Set	At Grade

Reference Monuments
There is a reference stone at the Southwest corner of the Northwest Quarter of Section 11. There is a stake at the Northwest corner of the Northwest Quarter. There is a 5/8-inch rebar marking the Southwest corner of the East Half of the Northwest Quarter. There is a 5/8-inch rebar on the South line of the East Half of the Northwest Quarter located 1082.40 feet east of the Southwest corner thereof.

There could be two (2) feet of uncertainty associated with Reference Monuments.

Description
There are no apparent encroachments associated with Easement of Occupation.

Record Descriptions
This is an original division to develop a burial ground with a 8-foot-wide ingress/egress easement. There are no apparent encroachments associated with Record Descriptions. The bearings shown on this drawing are based on the State Plane Coordinate System, instead of assumed datum.

- Flood Zone**
a. The within tract does partially lie within that Special Flood Hazard Zone A on said tract plots by scale on Community Panel #18035/01302 of the Flood Insurance Rate Map for Delaware County, Indiana (Map Date: 7/4/2015).
- The minimum flood risk was verified by the INDM Flood Plan Information Portal dated 10/17/2023.
- Ownership shown herein is per County Records or as indicated in title work provided by others.
- This within survey was performed without benefit of evidence of source of title and is subject to any statements of facts revealed by same. This qualification will be removed upon receipt and inspection of current title work and copies of Schedule B items listed herein.

Property Division
20050 N. Martin St.
Gaston, IN

I certify under the penalties to perjury that I have taken reasonable care to make this plat and certify under the penalties to perjury that I am a duly licensed surveyor in the State of Indiana.

Yellow shaded elements are those on which the owner has a right of reversion. The owner has a right of reversion in the following areas:

NO.	DATE	REVISIONS
1	02/02/24	Reason: Easement Adjustment
		Drawn: SMF
		Date: 10/19/23
		Job: 2023640
		Client: Corrie Dyer
		Owner: Corrie & Travis Dyer
		Crew: JTM
		Electronic Field Book
		Field Date: 09/27/23
		APP: RCF

This instrument prepared by Haldon L. Ashton. Accuracy or completeness of subsurface features is not certified.

Dyer Family Cemetery

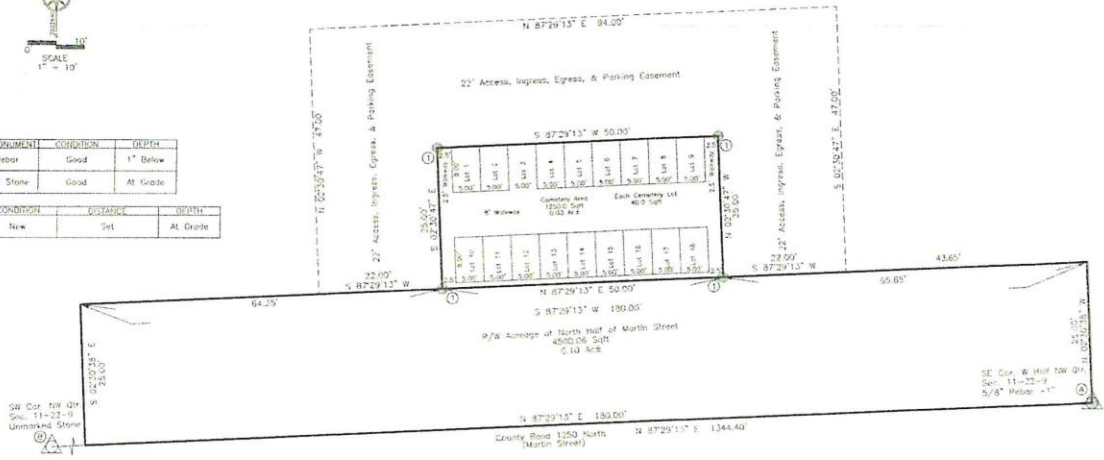
DELAWARE COUNTY, INDIANA

A SUBDIVISION
IN SECTION 11, TOWNSHIP 22 NORTH, RANGE 9 EAST,
WASHINGTON TOWNSHIP, DELAWARE COUNTY



CORNER MONUMENT	CONDITION	DEPTH
Ⓐ	5/8" Rebar	Good 1' Below
Ⓑ	Unmarked Stone	Good At Grade

MONUMENT TYPE	CONDITION	DISTANCE	DEPTH
Ⓐ	5/8" MIA	New	Set At Grade



Sheet 1 of 2
Date: 02/02/24



I affirm, under the penalties for perjury, that I have taken reasonable care to reflect upon correct records number in this document, unless required by law.
Hobbs L. Ashton
This Instrument Prepared by: Hobbs L. Ashton

Dyer Family Cemetery

DELAWARE COUNTY, INDIANA

IN SECTION 11, TOWNSHIP 22 NORTH, RANGE 9 EAST,
WASHINGTON TOWNSHIP, DELAWARE COUNTY

A part of the West Half of the Northwest Quarter of Section 11, Township 22 North, Range 9 East, Washington Township, Delaware County, Indiana described as follows:

Beginning at the Southeast corner of said West Half of the Northwest Quarter of Section 11, Township 22 North, Range 9 East and running thence North 02 degrees 30 minutes 36 seconds West 25.00 feet along the East line of said Half-Quarter Section to a 1/2 inch rebar, thence South 87 degrees 29 minutes 13 seconds West 65.05 feet to a 1/2 inch rebar, thence North 02 degrees 30 minutes 47 seconds West 54.00 feet to a 1/2 inch rebar, thence South 87 degrees 29 minutes 13 seconds West 50.00 feet to a 1/2 inch rebar, thence South 02 degrees 20 minutes 47 seconds East 20.00 feet to a 1/2 inch rebar, thence South 87 degrees 29 minutes 13 seconds West 54.05 feet to a 1/2 inch rebar, thence South 02 degrees 30 minutes 47 seconds East 20.00 feet to the South line of said Quarter Section, thence North 87 degrees 29 minutes 13 seconds East 100.00 feet to the point of beginning and containing 0.13 acres, more or less, and subject to the right-of-way for County Road 1150 North on the Southern side and to all easements of record.

Also, a 22-foot wide access, ingress, egress, and parking easement in Section 11, Township 22 North, Range 9 East, Washington Township, Delaware County, Indiana described as follows:

Commencing at a 1/2 inch rebar marking the Southeast corner of the West Half of the Northwest Quarter of Section 11, Township 22 North, Range 9 East, thence North 02 degrees 30 minutes 47 seconds West 25.00 feet along the East line of said West Half-Quarter Section to a 1/2 inch rebar, thence South 87 degrees 29 minutes 13 seconds West 43.05 feet to the point of beginning, thence South 02 degrees 20 minutes 47 seconds West 22.00 feet to a 1/2 inch rebar, thence South 02 degrees 30 minutes 47 seconds West 50.00 feet to a 1/2 inch rebar, thence South 87 degrees 29 minutes 13 seconds West 50.00 feet to a 1/2 inch rebar, thence South 02 degrees 20 minutes 47 seconds East 20.00 feet to a 1/2 inch rebar, thence South 87 degrees 29 minutes 13 seconds West 54.00 feet, thence North 02 degrees 30 minutes 47 seconds West 47.00 feet, thence North 02 degrees 29 minutes 13 seconds East 14.00 feet, thence South 02 degrees 30 minutes 47 seconds East 47.00 feet to the point of beginning.

Registered Land Surveyor L150800149
Hobson L. Ashton

Boundary Survey hereto affixed on pages 3 and 4.

The undersigned owner(s) of the herein described real estate, Dyer Family Cemetery, for themselves and for all future owners and occupants of said real estate, in any parcel or subdivision thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

First, acknowledges and agrees that the Dyer Family Cemetery is in and subject to an area zoned for agricultural uses, which use includes, but are not limited to, production of crops, animal husbandry, and application of animal wastes, the raising, breeding and sale of livestock and poultry, including confined feeding operations, use of farm machinery, and the sale of farm products.

Second, agrees any and all objections to any such agricultural uses on any real estate zoned for such uses within two miles of any boundary of the Dyer Family Cemetery, whether such uses currently exist or are proposed, or are proposed in the future to another agricultural user.

Third, agrees that such agricultural uses, whether currently existing, or hereafter established, enlarged, or changed, do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily harm to third parties, or directly impinge upon health, and

Fourth, agrees that this covenant is for the benefit of Delaware County, Indiana and all persons engaged in agricultural uses within two miles of any boundary of the Dyer Family Cemetery and is enforceable by any of the foregoing, together with such other covenant(s) as may be required.

** Cemetery lots are to be 5-foot by 8-foot. There is an 8-foot walkway within the cemetery common area. There are 2.5-foot walkways on the East and West sides within the cemetery common area. There is a 22-foot-wide access, ingress/egress, and parking easement surrounding all lots, ingress/egress, and walkways are to be maintained by the subdivision owner.

Cemetery covenants, restrictions, and conditions:

1. The Cemetery will be open for visitation from sunrise to sunset. Entombments and monuments shall take place between daylight hours.
2. All persons entering the Cemetery for whatever reasons must display proper respect for the deceased and for the sacred burial grounds in which they are interred. Owners of the cemetery may take such measures as the circumstances warrant in order to secure strict observance of this basic principle. In addition, the following must be observed:
 - a. Rapid driving or driving upon walking paths is strictly forbidden.
 - b. Digging work in the Cemetery by gardeners, monument firms, outside contractors, or any other person is prohibited. The cemetery owner may remove and destroy any offending without notice and without liability.
 - c. While a funeral service is in progress, all work and other activity in the vicinity must cease.
 - d. Visitors may not throw or scatter papers or other materials on the Cemetery grounds.
 - e. Children under the age of fourteen years must be accompanied by an adult on the Cemetery grounds.
 - f. Animals may not be brought into the Cemetery, except "seeing-eye" dogs.
3. All persons within the Cemetery grounds shall use only the access easements and walkways/paths and shall have the right of access over the access easements and walkways/paths in the area in which they are visiting, and the Cemetery owner shall not be liable for any injuries sustained by any persons violating this rule.
4. The Cemetery owner shall not be liable for damage to or injury to any person or property in the Cemetery, except for the cemetery owner's own actual misconduct or gross negligence. Persons entering the Cemetery grounds do so hereunder and assume every risk of loss.
5. The Cemetery owner shall not be liable for damage to, loss of, or destruction of any crypt, monument, grave, or the contents of a crypt from causes beyond its reasonable control, including but not limited to the elements, Acts of God, the common enemy, fires, vehicles, strikes, sabotage, malicious mischief, explosions, war, riots, or by orders of any military or civil authority.
6. The Cemetery owner is responsible for the maintenance of access easements, walkways, and lawns. The cemetery owner is not responsible for the maintenance of any grave markers, flowers, or decorations.
7. All flowers, decorations and additions to permanent grave markers must be removed or tended to on a quarterly basis. The owner of the cemetery reserves the right to remove and dispose of any flowers, decorations or additions not tended to each quarter.

OWNERS CERTIFICATE

The undersigned owners, Corrie A. Dyer and Brian E. Dyer, of the real estate shown and referred herein, do hereby certify that they file this and joint subdivision into lots, in accordance with the plat herewith. This subdivision shall be known as the Dyer Family Cemetery, a subdivision in Washington Township, Delaware County, Indiana.

Witness our hands this _____ day of _____, 2024.

Corrie A. Dyer _____ Brian E. Dyer _____

State of Indiana)

County of Delaware)

Before me, a Notary Public in and for said County and State, personally appeared Corrie A. Dyer and Brian E. Dyer, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this _____ day of _____, 2024.

Notary Public: _____

My Commission expires: _____ Resident of _____ County, _____

PLAN 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 the Dyer Family Cemetery.

DATED this _____ day of _____, 2024.

Secretary _____ President _____

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 the Dyer Family Cemetery.

DATED this _____ day of _____, 2024.

President _____ Member _____ Member _____

COUNTY CLERK: Truly attested for record this _____ day of _____, 2024.

Notary of Delaware County _____

COUNTY RECORDER: Received for record and recorded this _____ day of _____, 2024.

Plat Book _____ Page _____

Recorder of Delaware County _____

Sheet 2 of 2
Date: 07/27/24



I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security number in this document, unless required by law.
Hobson L. Ashton
This instrument Prepared by: Hobson L. Ashton

W.W Williams Agreement - Steve Foster

Mr. Steve Foster stated this is yearly agreement to do all three generators and the ATS which is near 911 and out the jail. The total is \$3982.

MOTION: Commissioner Henry made a motion to approve

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner Riggan, President King

Agreement Summary



W.W. Williams
CONSIDER IT DONE.

W.W. Williams

Jay Melcher
Generator Service Sales Representative
jmelcher@wwilliams.com

Customer Information	Contact	Agreement Information
DELAWARE COUNTY BUILDING	Steve Foster	Agreement Number: GA-39016
100 West Main Street	sfoster@co.delaware.in.us	Agreement Date: 01-23-2024
Muncie, IN 47305	7657497786 X 140	Account Number:675037

For and in consideration of the payment of all amounts due under this Service Quotation/Agreement, W.W. Williams agrees to provide services for the equipment, as set forth above, for an initial term of 1 year with auto renewal, commencing upon acceptance. SERVICES WILL AUTOMATICALLY RENEW UNLESS OPTING OUT OF AUTO RENEWAL. SERVICES CAN BE CANCELLED WITH 30 DAYS NOTICE PRIOR TO MONTH SERVICES DUE. The attached listing which sets forth in detail the services to be performed during a Preventative Maintenance and/or an Operation Inspection Service, as well as the attached Terms and Conditions are a part of this Agreement.

AGREEMENT TOTAL: \$3,982.00 ***


*See agreement summary

** Total does not include tax

TO ESTABLISH CREDIT TERMS PRIOR TO SERVICE, VISIT: <https://www.wwilliams.com/parts-products/genuine-aftermarket-parts/credit-application/>

TO ACCEPT THIS QUOTATION: REVIEW THE TERMS AND CONDITIONS AND CLICK SIGN BELOW

Optional Service (Not included in TOTALS)	Select	Unit Price

Accepted by:	Submitted by:
Firm Name: DELAWARE COUNTY BUILDING	Firm Name: The W.W. Williams Company LLC
Title: Commissioner	Title:
Date: 2/20/24	Date:
PO#	
Signature: 	Signature:

Scope of Work



W.W. Williams
CONSIDER IT DONE.

OPERATIONAL INSPECTION SERVICE

Engine Lube System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Oil Level and Fill (1 Gal)

Engine Cooling System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Belts and Hoses
- Check Coolant Level and Fill (1Gal)
- Check Coolant Freeze
- Check Inhibitors (Nitrates)
- Inspect System for Obstructions
- Inspect Radiator/Exchanger
- Inspect Pulleys for Excessive Wear
- Inspect Test System (If Required)
- Lubricate Fan Drive

Engine Air System:

- Inspect Air Cleaner
- Check Air Cleaner Indicator for Proper Operation
- Check Intake System for Damage or Loose Connections
- Inspect Crank Case Breather Systems
- Service Air Box Drains (If Applicable)

Engine Fuel System:

- Inspect for Leaks
- Repair Minor Leaks
- Check Fuel Level
- Check for Water in Fuel
- Drain Water from Water Separator
- Check Day Tank Pump and Alarms
- Inspect and Lubricate Governor Linkage
- Check Governor Oil Level (If Applicable)

Engine Electrical System:

- Check Condition of Cables and Wiring
- Check Condition of Connections
- Check Engine Alternator
- Inspect Gas Engine Ignition Systems
- Check Battery Static Charge
- Check Condition of Batteries
- Load Test Batteries
- Clean Battery Post
- Check Operation Unit Heaters
- Inspect and Test Battery Charger
- Test Starter Drop

Ac Generator:

- Inspect Guard for Loose/Missing Parts
- Inspect Ac Connections for Tightness
- Inspect Exciter and Brushes/Slip Rings
- Inspect Generator Bearing

Test Generator Without Load:

- Inspect Louvers and Duct Work
- Inspect Vibration Isolators
- Check for Abnormal Noise
- Check for Excessive Crankcase Discharge
- Check Governor Response
- Check for Operation of Remote Equipment (Fan Motors, Valves, Pumps and Louvers)

Engine Exhaust System:

- Check Engine Systems for Leaks
- Inspect Exhaust Outlet Protection
- Drain Condensation Trap (If Accessible)
- Check for Broken or Missing Hardware
- Check for Engine Wet Stacking

Engine Instrumentation:

- Check All Instruments and Lamps
- Inspect Applicable Annunciator
- Check Hour Meter Operation
- Check and Record Engine Readings:
 - Tachometer
 - Hours
 - Engine Coolant Temperature
 - Voltmeter
 - Ammeter
 - Oil Pressure at Cold/Hot Temperature

Ac Instrumentation:

- Check and Record Ac Voltage
- Check and Record Ac Frequency

Engine Protection System:

- Check Over Crank Device Operation
- Test Low Oil Pressure Shutdown
- Test Water Temp Shutdown Operation
- Test Over Speed Shutdown (If Applicable)
- Test Pre-Alarms (If Applicable)
- Check Instrument Panel Operation

Switchgear/ATS: Level 1:

- Inspect General Cleanliness
- Inspect for Signs of Moisture
- Inspect Lugs/Terminals/Connections
- Check Applicable Audio Signaling
- Check Indicating Lights

Misc:

- Wipe Down Engine and Valve Covers
- Return Controls to Operating Positions
- Perform Inspection Documentation

PREVENTATIVE MAINTENANCE SERVICE

(Includes Operational Inspection Service)

Engine Lube System:

- Change Oil
- Change Oil Filters

Engine Cooling System:

- Change Coolant Filters (If Applicable)

Engine Air System:

- Change Oil and Clean Elements -Wet Type (If Applicable)

Engine Fuel System:

- Change Diesel Fuel Filter(s), Primary and Secondary
- Properly Dispose of Fluids and Filters

OPTIONAL SERVICES AVAILABLE UPON REQUEST

- Laboratory Fuel Analysis
- Fuel Polishing
- Load Bank Testing
- Laboratory Oil Analysis
- Laboratory Coolant Analysis

- Battery Replacement
- Air Filter Replacement
- Coolant Flush
- Belt and Hose Replacement
- Emergency System Training

- Building Load Test
- Transfer Switch Level 3 Service
- Remote Monitoring Installation
- Fuel Delivery
- UPS Testing

Unit Summary



W.W. Williams
CONSIDER IT DONE.

	Service	Quantity	Month	Unit Price
Asset: Delaware County Building Basement ATS Make: Cummins Model: OTECC-57655 S/N: F066937799 KW Rating:	Level 2 ATS Service	1	February	\$100.00
				Asset Total: \$100.00

	Service	Quantity	Month	Unit Price
Asset: Delaware County - Docks Make: Cummins Model: GGLA-5765358 S/N: F060934287 KW Rating:	Preventative Maintenance: With Oil Sample	1	February	\$616.00
				Asset Total: \$616.00

	Service	Quantity	Month	Unit Price
Asset: Delaware County Justice Center Generator Make: Cummins Model: HC1634G1 S/N: X19H343711 KW Rating: 800.0	Preventative Maintenance: With Oil and Fuel Sample	1	February	\$2,030.00
				Asset Total: \$2,030.00

	Service	Quantity	Month	Unit Price
Asset: Delaware County 911 Call Center Generator Make: Caterpillar Model: DG150-2 S/N: CATDG150PT4500439 KW Rating: 150.0	Preventative Maintenance: With Oil Sample	1	February	\$616.00
				Asset Total: \$616.00

	Service	Quantity	Month	Unit Price
Asset: Delaware County 911 Call Center ATS Make: ASCO Model: J03ATSA30600CGX0 S/N: 2197279-001WE KW Rating:	Level 2 ATS Service	1	February	\$100.00
				Asset Total: \$100.00

	Service	Quantity	Month	Unit Price
Asset: Delaware County Justice Center ATS-EQ Make: ASCO Model: H07ATBB30800N5XC S/N: 1947725WE KW Rating:	Level 2 ATS Service	1	February	\$260.00
				Asset Total: \$260.00

Asset: Delaware County Justice	Service	Quantity	Month	Unit Price
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Standard Limited Warranty



W.W. Williams
CONSIDER IT DONE.

EXHIBIT A

The W.W. Williams Company, LLC

Limited warranty for parts and equipment:

The sole warranty provided for any part or equipment sold by The W.W. Williams Company, LLC ("Williams") is to assign the warranty offered by the manufacturer or supplier to the Buyer. WILLIAMS MAKES NO REPRESENTATION OR WARRANTY TO THE EFFECTIVENESS OR EXTENT OF SUCH MANUFACTURER OR SUPPLIER WARRANTY. WILLIAMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

Limited warranty for services:

Williams warrants its workmanship for a period of ninety (90) days from the date the services are performed (the "Warranty Period"). This warranty covers defects in Williams's workmanship that are discovered during the Warranty Period. Buyer's sole remedy, and Williams's only liability, for Williams's breach of its service warranty shall be, at Williams's option, (i) reperforming the defective services; or (ii) refunding the purchase price paid for the defective services. WILLIAMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and does not assume or authorize any other person to assume for it any liability in connection with the sale.

Limitations of Liability:

IN NO EVENT SHALL WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME, WHETHER THE DAMAGES BE IN CONTRACT OR TORT.

WILLIAMS'S TOTAL LIABILITY FOR ANY PARTS, EQUIPMENT, OR SERVICES SOLD SHALL NOT EXCEED THE AMOUNT PAID TO WILLIAMS FOR SUCH PARTS, EQUIPMENT, OR SERVICES CAUSING THE LIABILITY.

Polling Locations – Rick Spangler

Mr. Rick Spangler, Clerk presented a proposed voting location for the upcoming primary and November presidential election.

Commissioner Rigging suggested we table this for 2 weeks and try to move elections out of schools to a different location.

Mr. Rick Spangler stated he has worked with Muncie City Schools and we've got hours and months in trying to find locations to get out of these schools. To move them elsewhere we must have a facility that's able to handle the number of voters or else we're suppressing the vote. I'm willing to work with anybody on this.

Commissioner Henry asked Mr. Rick Spangler if we approve the list as you presented but in the event that something comes up where we could move one out, could we vote on that later? Mr. Rick Spangler said absolutely

MOTION: Commissioner Henry made a motion that we approve the polling locations as presented today and Ms. Riggin work with Mr. Spangler to find alternative voting locations

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner Riggin, President King

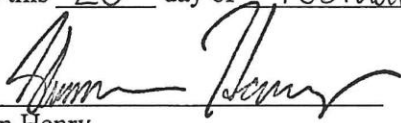
POLLING LOCATIONS FOR 2024 PRESIDENTIAL ELECTIONS
 Tuesday May 7th & Tuesday November 5th 2024

Precinct	Company	Address	City
1	Friends Memorial Church	418 W Adams	Muncie
2, 49	Lutheran Church of the Cross	4401 N Wheeling Ave	Muncie
3, 34	Westminster Presbyterian Church	2801 W Riverside Ave	Muncie
4, 42	The Haven	3701 N Marleon Dr	Muncie
6	Holy Trinity Lutheran Church	900 W White River Blvd	Muncie
7-27	Delaware County Fairgrounds	1210 N Wheeling Ave.	Muncie
8-10	Oakwood Building	2501 N Oakwood Ave	Muncie
9-22	Southside Middle School	1601 E 26 th St	Muncie
11-28	Riverview Church of the Nazarene	2608 E Willard	Muncie
12	Roy C Buley Recreation Center	1111 N Penn St	Muncie
13	Maring Hunt Library	2005 S High St	Muncie
14-15-23	Garland E Ross Recreation Center	1110 W 10 th St	Muncie
18	The Crossing	2500 N Elgin St	Muncie
19	Boys and Girls Club	1710 S Madison St	Muncie
20	Phoenix Community Services (Price Hall)	704 S Madison St	Muncie
25-26	First Presbyterian Church	1400 W Riverside Ave	Muncie
29, 41	Mansfield Park Lodge	2801 S Eaton Ave	Muncie
33	First Brethren Church	101 S Morrison Rd	Muncie
35-40	The Garden at Gethsemane	1201 W McGalliard Rd	Muncie
36-50	Northside Church of God	1505 N Tillotson Ave	Muncie

<u>Precinct</u>	<u>Company</u>	<u>Address</u>	<u>City</u>
90, 91	Eden Church	11205 N St Rd 3	Muncie
92, 93	St Andrews Presbyterian Church	2700 W Moore Rd	Muncie

The above locations have all been approved as voting sites for the 2024 Elections to be held on Tuesday, May 7th & Tuesday November 5th 2024.


Signed this 20th day of February, 2024.



Shannon Henry
Delaware County Commissioner



James King
Delaware County Commissioner



Sherry K. Riggins
Delaware County Commissioner

Ball Training Agreement – Fred Cummings

Mr. Fred Cummings from 911 asking for acceptance of a \$4,500 training grant from the law foundation rewarded us.

MOTION: Commissioner Riggini made a motion to grant access.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner Riggini, President King



BALL BROTHERS FOUNDATION

222 SOUTH MULBERRY STREET, P.O. BOX 1408, MUNCIE, INDIANA 47308 765/741-5800

www.ballfdn.org

February 7, 2024

Fred Cummings
911 Director
Delaware County Emergency Communications Center
210 S Jefferson Street
Muncie, IN 47305

Dear Fred:

I am pleased to inform you that Ball Brothers Foundation has approved a grant of \$4,500 for Continued Dispatch Training.

Enclosed please find a copy of a detailed grant agreement signed by the Foundation. Please return a signed copy to BBF. Another copy should be retained for your records. Please refer to this document when designating the funds within your organization. Funds are expected to be utilized as outlined in the budget submitted with the request. Any reallocation of funds must be approved in advance. When the signed copy is received, the grant check will be forwarded to your attention.

On behalf of the Ball Brothers Foundation, I congratulate you on the award and look forward to reading about your project in the final report. Until then, best wishes for a successful project.

Sincerely,

Jud Fisher
President & CEO

Enclosure

cc: Jim Fisher

The Legacy Continues 1926 - Today



**BALL BROTHERS FOUNDATION
MUTUAL UNDERSTANDING AGREEMENT**

Application Number: 00004728

Grant Awarded to: Delaware County Emergency Communications Center

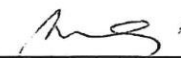
Grant Restricted to: Continued Dispatch Training

Grant Period: 4/1/2024 to 8/30/2024

Total Amount Awarded: \$4,500

Requirements by Delaware County Emergency Communications Center in Order to Receive Grant:

- Send one original signed copy of this document back to BBF (keep the other for Delaware County Emergency Communications Center records)
- The designated signee hereby certifies that Delaware County Emergency Communications Center is a 501c3 eligible organization, an instrumentality of the state, or an institution of higher education created by state statute, in good standing, as determined by the Internal Revenue Service
- Delaware County Emergency Communications Center acknowledges that no grant funds may be expended for political or lobbying activity
- Delaware County Emergency Communications Center agrees to use funds as outlined in the budget submitted with the request and to notify Ball Brothers Foundation immediately of any change in status involving this award
- Delaware County Emergency Communications Center agrees that any grant payment may be discontinued, modified, or withheld at any time at the discretion of Ball Brothers Foundation or when such action is necessary to comply with the requirements of law or this agreement
- Delaware County Emergency Communications Center acknowledges information related to this grant may be included in a press release with other recent BBF grants
- Submission of a final report no later than **9/29/2024**



911 Director
Delaware Co. Emergency Comm. Center



President/CEO
Ball Brothers Foundation

Date of Board Approval: 2/7/2024





RESOLUTIONS FOR APPROVAL:

RESOLUTION 2024-002: 2023 CHANGES TO THE OFFICIAL ZONE MAPS FOR DELAWARE COUNTY INDIANA

Ms. Kyen Swackhammer with plan commission asked for approval of the changes that were made to the zoning maps during the past year to make a final map. It's something we ask every year.

MOTION: Commissioner Henry made a motion to approve changes to make final map

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner Riggins, President King

**REPORT TO THE BOARD OF COMMISSIONERS
OF
DELAWARE COUNTY, INDIANA**

February 5th, 2024

To the Honorable:

Board of County Commissioners of Delaware County, Indiana

Dear Commissioners:

In accordance with the provisions of the Delaware County Comprehensive Zoning Ordinance, Article XI, Section 3, Subsection E, the Delaware-Muncie Metropolitan Plan Commission hereby submits to you copies of portions of the Official Zone Maps for the Delaware County, Indiana, showing the location of all zoning changes acted upon by the Plan Commission and adopted by Board of County Commissioners of Delaware County, Indiana, during the year of 2023; a listing of such changes is attached herein as Exhibit A.

The Plan Commission approved the Official Zone Maps for Delaware County, Indiana, as updated to reflect the 2023 Official Zone Maps for Delaware County, Indiana on the 1st day of February, 2024 by a vote of 7 yeas and 0 nays; 2 absent.

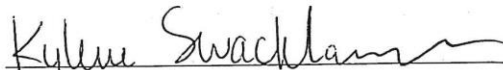
Dates this 5th day of February, 2024.

**DELAWARE-MUNCIE METROPOLITAN
PLAN COMMISSION**

By:



Allen Wiseley, President



Kylee Swackhamer, Secretary

RESOLUTION NO. 2024-02

RESOLUTION OF APPROVAL FOR THE
2023 CHANGES TO THE OFFICIAL ZONE MAPS
FOR DELAWARE COUNTY INDIANA

WHEREAS, the Delaware County Comprehensive Zoning Ordinance states that the Official Zone Maps for the Delaware County, Indiana, shall be revised and updated annually to include the zone map changes adopted during each year; and

WHEREAS, the 2023 zone map changes have been incorporated into the Official Zone Maps for Delaware County, Indiana, and have been on display through the County's online G.I.S. map services and the Delaware-Muncie Metropolitan Plan Commission, room 206, Delaware County Building; and

WHEREAS, said Ordinance further states that the annual zone map changes shall be submitted to the Delaware-Muncie Metropolitan Plan Commission for its approval; and

WHEREAS, a listing for the 2023 zone map changes are herein presented and submitted to the Delaware-Muncie Metropolitan Plan Commission as shown in exhibit A; and

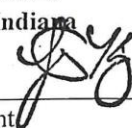
WHEREAS, the said Official Zone Maps were supplemented to include the zone map changes for 2023;

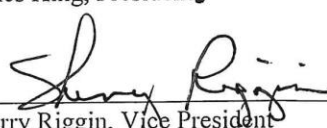
NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, INDIANA, AS FOLLOWS:

Section 1 That the 2023 Official Zone Map changes are hereby endorsed and incorporated as part of the Official zone Maps for Delaware County, Indiana.

Section 2 That this resolution shall be in full force and effect from and after its passage by the Board of County Commissioners of Delaware County, Indiana this 20 day of Feb 2024.

Board of Commissioners
Delaware County, Indiana


James King, President


Sherry Riggan, Vice President


Shannon Henry, Member

ATTEST:


Edward E Carroll, Auditor

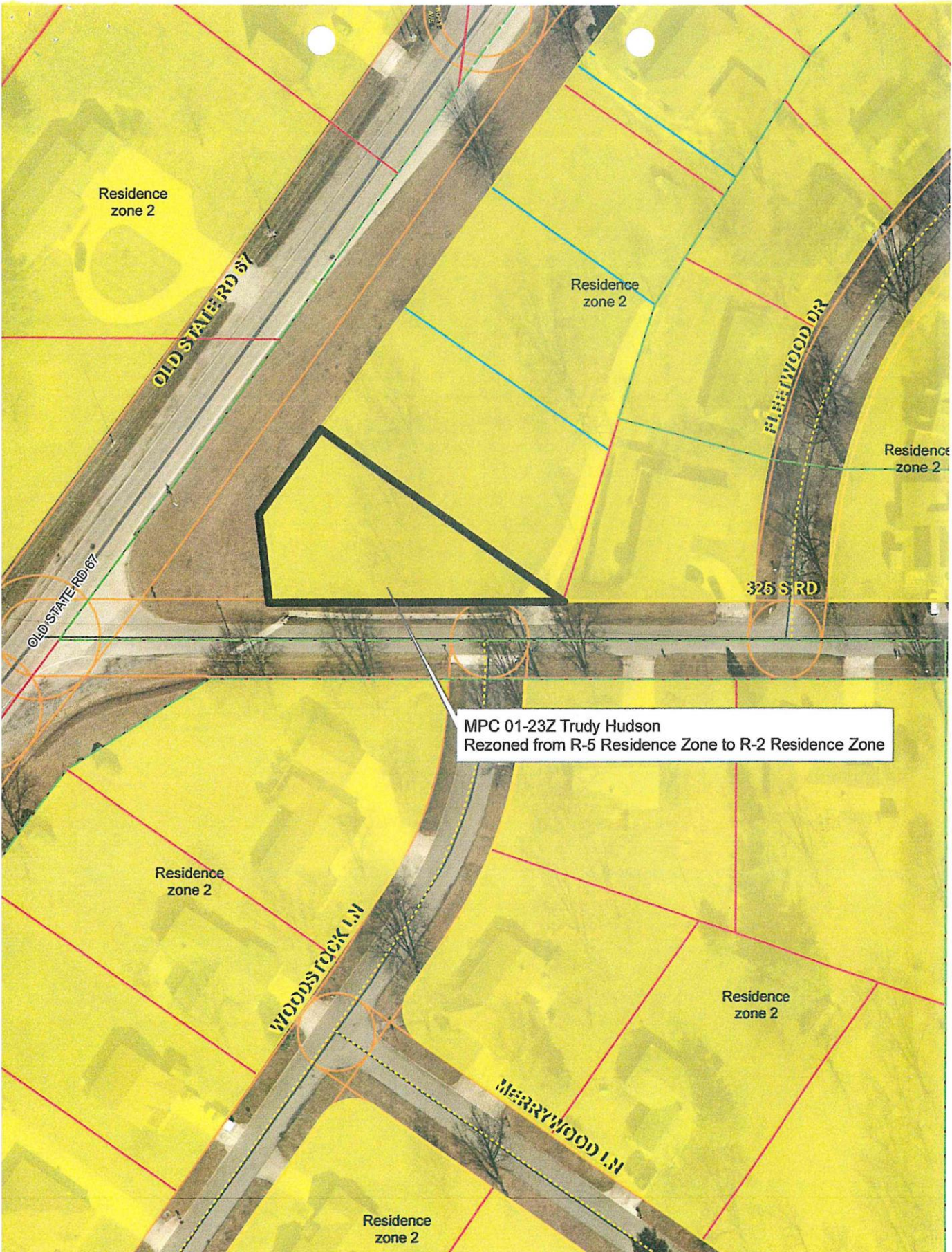
EXHIBIT A

DELAWARE COUNTY REZONING CASES APPROVED FOR 2023

MPC 01-23Z **TRUDY HUDSON**
ADDRESS: 3700 BLK W 325S
TOWNSHIP: MONROE
REQUEST: A CHANGE IN ZONING FROM R-5 RESIDENCE ZONE TO THE
R-2 RESIDENCE ZONE
MPC ACTION: FAVORABLE RECOMMENDATION (8-0)
DATE: FEBRUARY 2, 2023
COUNTY COMM
ACTION/DATE: ADOPTED ON FEBRUARY 21, 2023 (3-0)

MPC 02-23Z **JACKSON FAMILY TRUST**
ADDRESS: 20330 N CR 850W
TOWNSHIP: WASHINGTON
REQUEST: A CHANGE IN ZONING FROM THE II INTENSE INDUSTRIAL ZONE TO
THE F FARMING ZONE
MPC ACTION: FAVORABLE RECOMMENDATION (7-0, W/ 1 ABSTAINING)
DATE: FEBRUARY 2, 2023
COUNTY COMM
ACTION/DATE: ADOPTED ON FEBRUARY 21, 2023 (3-0)

MPC 03-23Z **BARRY AND SANDRA LEE**
ADDRESS: SOUTH OF 3605 S WHITNEY RD
TOWNSHIP: LIBERTY
REQUEST: A CHANGE IN ZONING FROM R-2 RESIDENCE ZONE TO THE
R-3 RESIDENCE ZONE
MPC ACTION: FAVORABLE RECOMMENDATION (6-0, W/ 1 ABSTAINING)
DATE: APRIL 6, 2023
COUNTY COMM
ACTION/DATE: ADOPTED ON APRIL 17, 2023 (3-0)



Residence zone 2

Residence zone 2

Residence zone 2

MPC 01-23Z Trudy Hudson
Rezoned from R-5 Residence Zone to R-2 Residence Zone

Residence zone 2

Residence zone 2

Residence zone 2

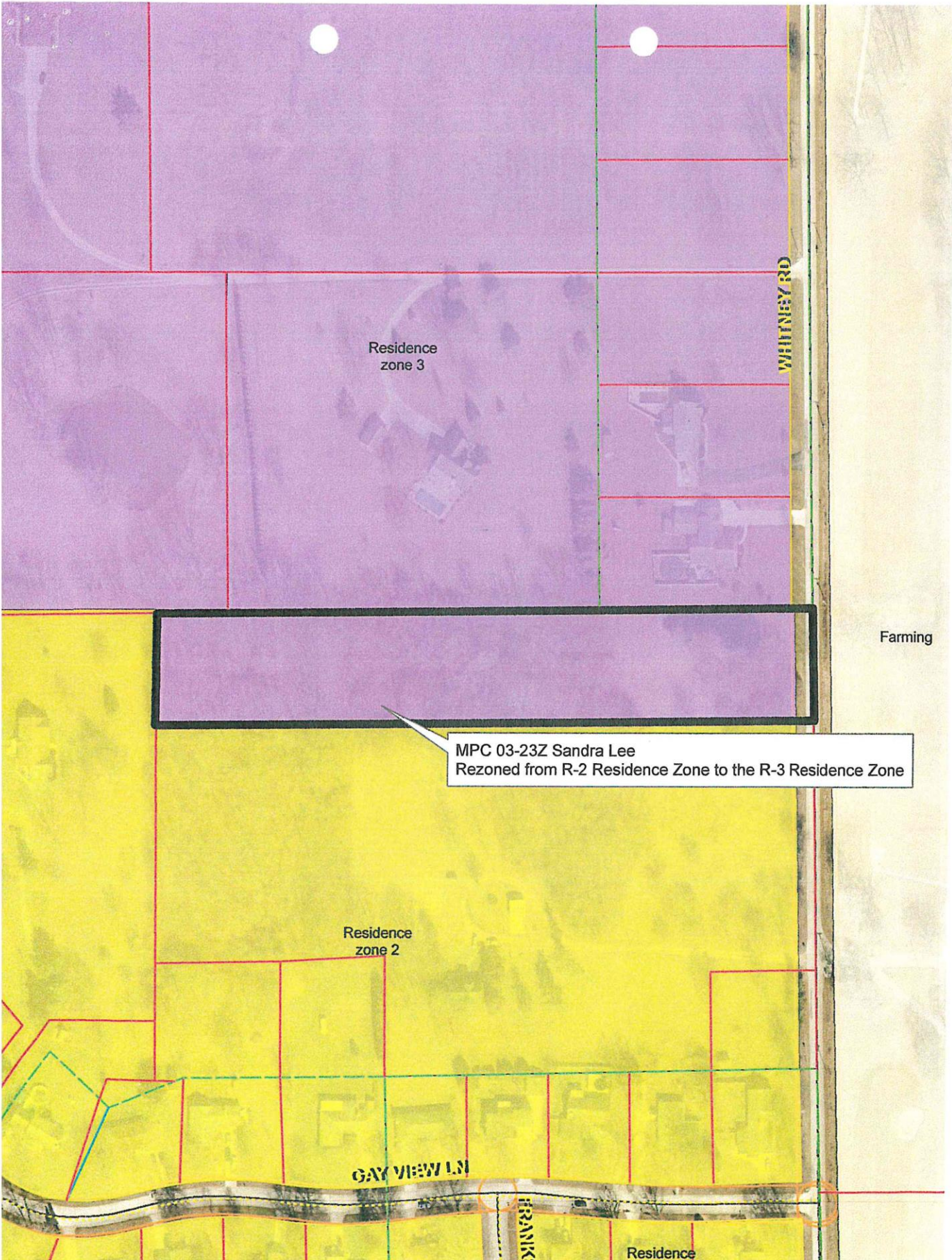


MPC 02-23Z Jackson Family Trust
Rezoned from Intense Industrial to Farming Zone

Farming

850 W RD

Farming



Residence
zone 3

WHITNEY RD

Farming

MPC 03-23Z Sandra Lee
Rezoned from R-2 Residence Zone to the R-3 Residence Zone

Residence
zone 2

GAY VIEW LN

BRANK

Residence

DEPARTMENT HEADS AND ELECTED OFFICIALS

Ms. Emily Anderson Court Administrator wanted to publicly thank you the commissioner for giving us the Schaefer leadership classes. She has attended quite a few now and has learned quite a bit.

Mr. Tommy Humbert with Highway wanted to thank all his workers for their hard work this past weekend due to the weather. Commissioner Henry and Tommy received a lot of messages from farmers and other citizens complementing the highway dept.

Mr. Steve Foster gave updates on the Justice Center's roof. There were no drips from the roof and the roof is warranted.

Mr. John Coutinho with EMA stated since its EMA week he would like to recognize some of his volunteers: Captain Gary Berson, Sergeant Cliff McKee, Corporal Doni Wine, SRT member Rodney Beason, Kevin boner, Ben Davis, Mark Thornburg and Bart Mills. Many people don't understand how much EMA is used. Throughout the past year these volunteers have collectively dedicated and astonishing 4,852 hours serving our community volunteering and training demonstrating a commitment that extends far beyond the ordinary. Classes are coming up for people that might want to join, and we have implemented our cert program into the schools now, so we are going to be filtering that through the MACC program through the public safety program they have out there. Jeff Lacy and Chris Horner are going to start teaching that to start kind of filtering some of those kids that want to pursue public safety.

Commissioner Riggan talked about the 2024 action plan survey that the state wants to know about housing. It's a survey that people can take online, and it will be on our web page.

WE WANT TO HEAR FROM YOU

2024 Action Plan - Survey

Your community. Your story. Be heard!

Take the survey to share your experiences with housing, jobs, and community needs in Indiana. Scan the QR code below or visit bit.ly/IndianaResidentHousingSurvey2024. Your participation will make a difference! The survey closes on February 29.



The survey is open to anyone living in Indiana. The survey can be accessed [here](#) through Feb. 29, 2024. To take the survey in Spanish, click [here](#).

The online survey is Section 508 compliant and is accessible for residents using screen readers or other adaptive devices. To request assistance with the survey or an alternative format please contact Root Policy Research by email at hello@rootpolicy.com or phone at 970-880-1415.

-30-

Under the leadership of [Lieutenant Governor Suzanne Crouch](#), who also serves as the Secretary of Agriculture and Rural Development, the Indiana Office of Community and Rural Affairs' (OCRA) mission is to work with local, state and national partners to provide resources and technical assistance to assist communities in shaping and achieving their vision for community and economic development. For more information, visit ocra.in.gov.

Contact:

Lydia Kirschner
Office of Community and Rural Affairs
lkirschner@ocra.in.gov

**WEEKLY, MONTHLY AND QUARTERLY REPORTS:
Weights & Measures Monthly Report**



Delaware County Weights & Measures
100 W. Main Street, Room 309B Muncie, IN 47305
Phone: 765-747-7714 Fax: 765-284-1875
Email: estrauch@co.delaware.in.us

February 16, 2024

Delaware County Commissioners
Delaware County Building
100 W. Main Street Room 300
Muncie, IN 47305

Commissioners:

Enclosed is the monthly report for Delaware County Weights and Measures. This report covers the period of January 16, 2024 through February 15, 2024.

Respectfully submitted,

Eric D. Strauch

Eric D. Strauch, Inspector
Delaware County Weights & Measures

Enclosure

CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$1,289,990.28 and approve ARP claims in the amount of \$1,103,868.71

SECOND: Commissioner Henry. He stated that he does not agree with one claim and wants more details on some of the ARP claims.

YEAS: Commissioner Henry, Commissioner Riggin, President King

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

Claire Burt the district director of Delaware County Soil and Water Conservation District also known as SWCD, with me this morning is supervisor John Newbie. He's one of five supervisors on our board and I'd like to thank the Commissioners for their support of the SWCD. We have our upcoming annual meeting on Thursday February 29th at Knights of Columbus Hall at 3600 West Purdue Avenue. Our featured speaker will be John Shu who's a farmer and commercial composter.

Harold King 18300 North 850 West of Gaston addressed a couple issues with the current solar ordinance

Commissioner King thanked the Muncie Police Department, Yorktown, Chesterfield, Middletown, Eaton, Gaston, EMS, EMA, Indiana State Police, Madison County Sheriff, ATF and our 911 dispatch center but most of all I would like to thank Jeff Stanley the chief deputy of the sheriff's department for all the help in Daleville. Jeff, thank you for coming out, you did a great job and were very professional. I want to say thank you for everything that you did. Your SWAT team and everything came out great.

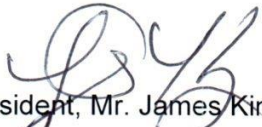
RECESS

MOTION: Commissioner King made a motion to recess until February 20, 2024.

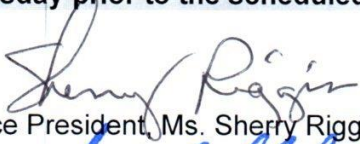
SECOND: Commissioner Riggin


YEAS: Commissioner Henry, Commissioner Riggin, President King

The next Commissioner's meeting will be Monday March 4th, 2024, starting at 9:00 am. To be placed on the next Commissioner's Agenda, contact the Commissioner's Office (765-747-7730) no later than **12:00 NOON on the Thursday prior to the scheduled meeting.**


President, Mr. James King


Member, Mr. Shannon Henry


Vice President, Ms. Sherry Riggins


Auditor, Mr. Ed Carroll