

March 4, 2024

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, March 4th, 2024 @ 9:00 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 *]*

ORDER OF BUSINESS

CALL TO ORDER:

PLEDGE TO FLAG:

ROLL CALL

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riggan

Mr. John Brooke, County Attorney

Mr. Ed Carroll, Auditor

PUBLIC HEARINGS:

APPOINTMENT(S):

Health Department Board – Dr. Grasso

Motion: Commissioner Henry made a motion to reappoint Dr. Grasso

Second: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

CIRTA – Kylene Swackhamer

MOTION: Commissioner Riggan made a motion to approve appoint Kylene Swackhamer authority for

CIRTA

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King

March 4, 2024

2-28-24

Jennifer Gehhard, Executive Director
Central Indiana Regional Transportation Authority
320 North Meridian St., Suite 920
Indianapolis IN 46204

RE: CIRTA Board Appointment for Delaware County, Indiana

Dear Ms. Gehhard,

The Delaware County Commissioners have appointed Kylene Swackhamer, Executive Director of the Delaware-Muncie Metropolitan Plan Commission, as our representative to the Central Indiana Regional Transportation Authority (CIRTA) Board of Directors.

Sincerely,


James King
County Commissioners President

March 4, 2024

RESOLUTION 2024-001: A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS CONCERNING REAL ESTATE BY THE COUNTY

Mr. John Brooke County Attorney stated a resolution starts the process and then there's a public hearing that would have to occur before you could actually transfer the property. I've received a copy of the survey which shows that the parking entrances and the sign are on the property of the county. This is a resolution to start the process to transfer the real estate. You have to adopt this resolution which then triggers the purpose of public hearing.

MOTION: Commissioner Henry made a motion to remove the resolution from the table

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

MOTION: Commissioner Henry made a motion to approve resolution 2024-001

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

Mr. John Brooke County Attorney stated he will get the notice published for the public hearing.

March 4, 2024

RESOLUTION 2024-001

A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS CONCERNING REAL ESTATE BY THE COUNTY

WHEREAS, there are several properties in Delaware County, Indiana that are in the name of the County and which are no longer of use or value to the County; and

WHEREAS, the County must evaluate each parcel and determine if it is the best used of the property to continue to own the property or to transfer the property to the adjacent landowner.

WHEREAS, the County owns a portion of real estate adjacent to a parcel of property located at 1700E. McGalliard that it acquired in the 1970s and is no longer of value.

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

SECTION 1. The County has a parcel of real estate located adjected to a parcel of property with a common address of 1700 E, McGalliard Ave., Muncie, IN with a parcel number of 0735356016600 that has not been assessed and was previously part of a public right of way.

SECTION 2. The Board of Commissioners have determined that the highest and best use of the property is sale to an abutting landowner, that being Curemuncie Land Holdings, LLC as the only abutting landowner.

SECTION 3. The Board of Commissioners has determined that the cost of maintaining the tracts exceeds the fair market value of the tract and that it is economically unjustifiable to sell the tract as per IC 36-1-11-4.


SECTION 4. The Board of Commissioners shall publish a notice pursuant to IC 36-1-11-5(e) that the County intends to sell the land.

SECTION 5. The land will be sold pursuant to the terms as set forth in IC 36-1-11-5 and the tract does not need to be appraised because the land has an assessed value of less than \$6,000.

SECTION 6. The offering price for the tract shall be no less than \$500 plus the cost of advertising the notice of public hearing, the cost of title insurance, survey and recording fees.

DULY ADOPTED by the Board of Commissioners of Delaware County, Indiana at a public hearing held on this, the 4 day of March 2024.

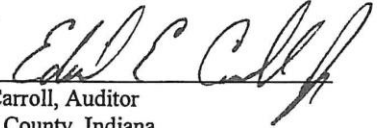
DELAWARE COUNTY
BOARD OF COMMISSIONERS


James King, President


Sherry Riggins, Commissioner


Shannon Henry, Commissioner

ATTEST:


Edward Carroll, Auditor
Delaware County, Indiana

March 4, 2024

Approval of Minutes – Commissioner Meeting February 5th, 2024

Commissioner King stated they have not received the February 5th minutes and would like to leave those tabled at this time.

Interlocal Agreement Hamilton Township – John Brooke

Mr. John Brooke stated this is an interlocal agreement amending the prior agreement, using a lot of the same terms and there were some items that were renegotiated. They were discussed between Hamilton Township, Shannon Henry, and Mike Ashley and based on those notes/records I've put together an amended agreement for the use of the Hamilton Township Fire Department offices out there on off a Wheeling.

Commissioner Henry stated we will be placing an ambulance back into Hamilton Township. It will be a part-time basis due to staffing.

MOTION: Commissioner Henry made a motion we remove the interlocal agreement from the table

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

MOTION: Commissioner Henry made a motion we approve the interlocal agreement with Hamilton Township

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

March 4, 2024

**AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS, THE HAMILTON TOWNSHIP
TRUSTEE, AND THE GOVERNING BOARD OF HAMILTON TOWNSHIP VOLUNTEER
FIRE COMPANY, DELAWARE COUNTY, INDIANA FOR THE COMPREHENSIVE
EMERGENCY MEDICAL SERVICES OF HAMILTON TOWNSHIP**

This original Interlocal Cooperation Agreement ("Agreement") was entered into by and between the Delaware County Board of Commissioners, Indiana ("Delaware County" or "Participating Unit"), and Hamilton Township, Delaware County, Indiana ("Hamilton Township" or "Participating Unit") in June 2014, and was effective as of that date and was recorded with the Delaware County Recorder.

For the purposes of Ind. Code § 36-19-2 and 36-19-6, Delaware County, Indiana, and the Hamilton Township of, Delaware County, Indiana, are Participating Units adopting an ordinance or resolution authorizing each respective unit of government to become a party to an agreement for the establishment of comprehensive emergency medical service.

There are updates and amendments that need to be made to the Agreement.

DECLARATION OF PURPOSE

THIS AMENDED AGREEMENT is made and entered into on the 4 day of March 2024 by and between the Delaware County Commissioners, a municipal corporation acting by and through the Delaware County Emergency Medical Service (hereinafter referred to as "DCEMS"), and the Hamilton Township Trustee, acting by and through its fire service, the Hamilton Township Volunteer Fire Company (hereinafter referred to as "HTVFC").

WITNESSETH:

WHEREAS, the Delaware County Commissioners, seeks to enter into an amended agreement with the Hamilton Township Trustee for the DCEMS to provide Comprehensive Emergency Medical Services within its jurisdictional limits; and

WHEREAS, the DCEMS currently provides Hamilton Township with Comprehensive Emergency Medical Services in Hamilton Township, a municipal corporation within the County of Delaware, and adjacent to the City of Muncie; and

WHEREAS, the provision of Comprehensive Emergency Medical Services in Hamilton Township is advantageous for the public safety of both the City of Muncie and Delaware County; and

WHEREAS, the DCEMS is agreeable to provide Comprehensive Emergency Medical Services to the Hamilton Township and HTVFC for compensation; and

WHEREAS, Hamilton Township and HTVFC are agreeable to compensate Delaware County for DCEMS's Comprehensive Emergency Medical Services provided for herein.

NOW THEREFORE, it is agreed as follows:

Section 1.1 PURPOSES

The purpose of this Agreement is for DCEMS to provide Hamilton Township and HTVFC Comprehensive Emergency Medical Services within its boundaries (included herein as Attachment A).

Comprehensive Emergency Medical Services (hereinafter referred to as "Services") shall mean the same services the DCEMS provides to the residents and businesses of the City of Muncie under standard operating procedures including, but not limited to paramedic and emergency medical technician functions, and medical transportation. In addition, Emergency Medical Services ("EMS") will be provided as that term is defined in Indiana Administrative Code (TITLE 836 INDIANA EMERGENCY MEDICAL SERVICES COMMISSION).

Section 1.2. STATEMENT OF BENEFITS AND INTEREST

HTVFC and DCEMS agree this Interlocal Agreement is mutually beneficial therefore compensation shall be identified in this Agreement as an in-kind contribution of services.

Section 1.3. General Provisions

A. TERM

The term of this Agreement shall commence upon execution by all Parties and shall remain in effect for a period of three (3) years and may be amended to extend the term of the Agreement. This Agreement shall continue as the binding agreement of the parties until modified or terminated in accordance with the terms and provisions hereof. This Agreement may be amended in writing upon the approval of both the County and Township.

B. INSURANCE

For the purposes of this agreement HTVFC agrees to provide all liability and content insurance for HTVFC Station #2. DCEMS shall provide for and administer all liability insurance coverage for the ambulance service, and its personnel and equipment serving the Township.

C. COHABITATION

For the purposes of living quarters and storage DCEMS has specific needs for twenty-four (24) hours a day operations. The Parties agree that there will be a cohabitation of living areas of HTVFC Station #2, including kitchen areas, living room, shower/restroom facilities, and garage areas. The Parties further agree that HTVFC will remain responsible for general maintenance and upkeep of all other stations they occupy; and DCEMS will remain responsible for general maintenance and upkeep of all station areas they occupy. Items such as garage doors and openers that will be utilized by DCEMS on a constant basis that may need preventative maintenance or repair will be maintained by DCEMS if designated for DCEMS use.

D. SUPPLIES

For the purpose of performing Services under this Agreement, DCEMS shall furnish and provide all necessary supplies to maintain and provide normal operating emergency medical service levels. The Parties further agree that in all instances where special supplies, cleaning, building maintenance supplies, and the like must be purchased by HTVFC and shall provide the same at its own cost and expense. All operational supplies for DCEMS will be maintained by DCEMS at its headquarters located at 401 East Jackson Street, Muncie, Indiana.

E. BUILDING MAINTENANCE

For the purpose of this Agreement, DCEMS will be responsible for additions to the HTVFC Station #2 and upkeep and maintenance for the additions and living quarters constructed for DCEMS personnel. Furthermore, DCEMS agrees to keep HTVFC Station #2 (ambulance garage assignment) garage door and opener mechanism in good working order. Due to DCEMS only staffing a crew on a part-time basis, all damage and upkeep issues must be evaluated to ensure it is a result of DCEMS personnel before DCEMS will be liable.

F. UTILITIES

For the purpose of this Agreement HTVFC will be responsible for electric, gas expenses and cable/satellite television expenses and internet costs for HTVFC Station #2 for the year 2024 since the use of the facility by DCEMS will be just part time. In the event that the County Budget approves an appropriation for utilities and/or the operation becomes more full time then the utilities shall be paid by the County.

G. VACATING PROPERTY CLAUSE

If HTVFC should choose to request that DCEMS leave the HTVFC Station #2 prior to the end of the initial or any renewal term, then any notice to leave the property shall allow DCEMS time to evacuate the premises and such an evacuation shall take no longer than six (6) months.

H. ABANDONMENT CLAUSE

For the purpose of this Agreement, if DCEMS abandons HTVFC Station #2, HTVFC is under no obligation to reimburse Delaware County. Delaware County agrees to give HTVFC written notice that DCEMS will no longer occupy HTVFC Station #2. Both parties recognize the need for managing staffing levels and abandonment will be defined as a written notice from the Delaware County Board of Commissioners that DCEMS will no longer staff or maintain a unit in the HTVFC Station #2.

I. DISPUTES OR ISSUES AS TO AGREEMENT

In the event that there are disputes or issues regarding interpretation of the Interlocal agreement the dispute or issues shall be first addressed to the acting Fire Chief, Acting Director of DCEMS, and the Hamilton Township Trustee. All issues and resolutions shall be reported to the Elected Officials for all parties. The purpose is to try and resolve disputes and/or issues as to the interpretation of the Interlocal Agreement between the parties before any other formal action. In the event that the parties are unable to resolve the dispute or issues using this informal method, then the parties shall be required to select a neutral mediator to resolve the matter with the costs shared by the parties.


J. OPERATIONS


DCEMS will staff an ambulance and crew at the HTVFD Station #2 on North Wheeling on a part-time basis, dependent on staffing to cover a M56. When staffing is sufficient to operate four (4) ambulances, then a crew will be assigned to the HTVFD Station #2. The ambulance may be staffed at available levels for that day and may be BLS, Advanced, or ALS with a Paramedic. In the event there is no Paramedic on the truck, then that truck will be assigned that shift at A56. A unit may be taken out of service in the middle of any twenty-four (24) hour shift if there is a mid-shift change in staffing. A unit may go to service mid-shift. The operating shift for DCEMS is 0800 to 0800 for twenty-four (24) hour periods seven (7) days a week, three hundred sixty-five (365) days a year. This provision is subject to change from time to time.

March 4, 2024

SO AGREED this 4th day of March, 2024.

HAMILTON TOWNSHIP

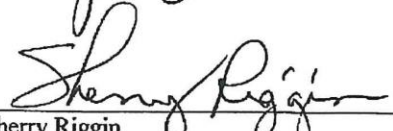

Board Chairman


Volunteer Fire Co.


Trustee


**BOARD OF COMMISSIONERS OF
DELAWARE COUNTY**


James King


Sherry Riggan


Shannon Henry

ATTEST:


Delaware County Auditor

March 4, 2024

APPROVAL OF MINUTES:

Commissioner Meeting February 20th, 2024

MOTION: Commissioner Rigglin made a motion to table the February 20th minutes due to a computer mishap in the Auditor's office

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Rigglin, President King

PRESENTATIONS:

Poultry Barn Project – Andrew Eller

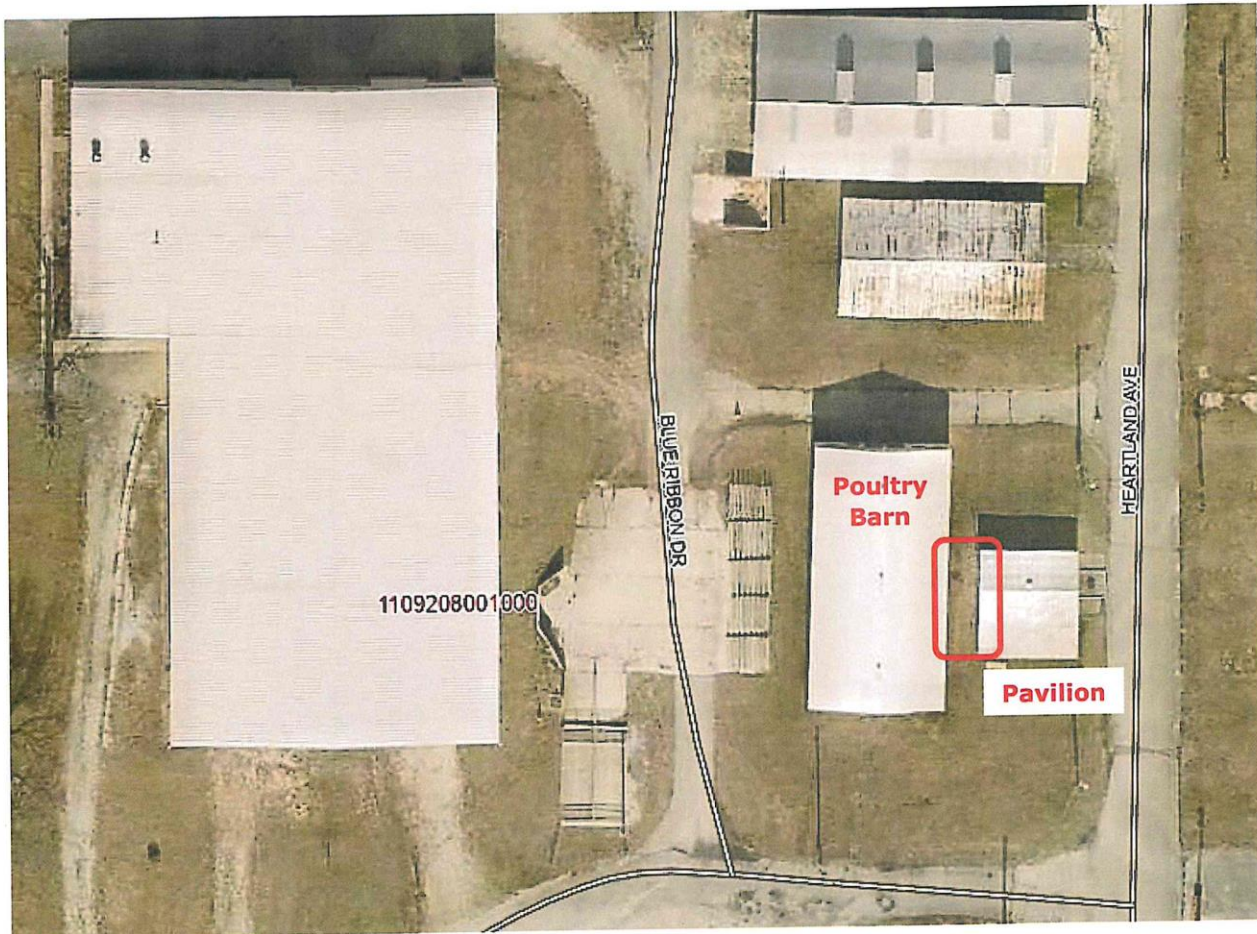
Mr. Andrew Eller, President of the 4-H Council in Delaware County stated with the growth of the 4-H poultry project, their show day has typically been within the poultry barn and on the north end. We're looking to build a breezeway in between the poultry barn and the pavilion with a door on the east side of the poultry barn. It will be easy access and after the show's done, the pavilion's will be put back with the picnic tables. 4-H will be covering the cost of the breezeway. The 4-H Council and the fair board have all reviewed the plan and show support of it.

MOTION: Commissioner Rigglin made a motion to adopt the project

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Rigglin, President King

March 4, 2024



With the growth of the 4-H Poultry Project, the Poultry Show is going to be moved to the Covered Pavilion. The prior few years, spectators have been sitting outside the Poultry Barn and it has been very tight for 4H Members to walk with their poultry. The Pavilion will provide a larger space for showing & for family & friends to be under cover for the show. In order to help keep the 4H members protected from potential adverse weather on show day and to help keep the poultry secure in the case of one getting loose, we are planning to build a breeze way between the Poultry Barn and the Pavilion.

The breeze way will be located within the red box on the map above.

A door would be added to the East side of the Poultry Barn and then openings made to the Pavilion to allow 4H members to walk back and forth easily. Once the Poultry show is over, the Pavilion will still have the normal picnic tables located there for fair goers to utilize.

4H Council & the Fairboard have both approved this plan. 4H will be providing funding for this breeze way so it will not cost the County any money.

March 4, 2024

Fidlar Technologies – Peter Ollis, Jan Smoot and Charlie Richmond

Mr. Charlie Richmond and Recorder Ms. Jan Smoot stated both offices we went through their respective budgets to see what they would could contribute to the project. The recorder's office can contribute \$125,000 and the auditor's office can contribute \$75,000, so that gives them \$200,000 between the two offices that we can contribute.

Mr. Peter Ollis presented his company which is a land and vital record software provider that currently works in the recorder's office. Their goal is to work in addition with the auditor's office with first a scan project on back documents for both the auditor and the record's office and also provide remote support and security for the auditor's office. Once we have these images scanned and uploaded, they can be utilized by both the respective offices and accessed by the public. The reporter's office total estimate for this scan project would be \$220,369.86 which was based off of a 12-hour scanning shift again these can be edited. The auditor's office scan project total estimate is \$299,332.60, again based on a 24-hour scanning shift which would have two scanning teams here on site. This can be combined with the recorder scan team project as well. Bastion is the third contract that you have which the total price tag was \$17,000 per year or 17.77 GB. When you look at that price breakdown 90% of this is for the recorder's office and 10% is for the auditor's office. The 90% that is for the reporter's office is already a cost that has been implemented is already a separate contract because it's a data transfer that would come over in one file. It would be about \$1,700 per year to implement this and the goal of this is that we are a technology company that take the extra work off your IT and your server space off your bandwidth.

CONTRACTS OR AGREEMENTS FOR APPROVAL:

Fuel Bids – John Brooke

Mr. John Brooke stated that Angie provided you with a fuel bid summary that were received from Heritage petroleum and Agbest with the various different types of fuel. Angie's recommendation was to accept all fuel bids as presented.

MOTION: Commissioner Henry made a motion we accept all the bids

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

March 4, 2024

2024 - HIGHWAY DEPARTMENT - ANNUAL BIDS					
FUEL BIDS					
BIDDERS: 2024 AG BEST LLC & HERITAGE PETROLEUM LLC					
PRODUCT	UNIT	AGBEST OPTION 1 ESCALATING BID 02-01-2024	AGBEST OPTION 2 FIRM BID LOCKED IN PRICE 12 MONTHS	HERITAGE PETROLEUM LLC OPTION 1 ESCALATING BID 02-01-2024	HERITAGE PETROLEUM LLC OPTION 2 FIRM BID 12 MONTHS
UNLEADED GASOLINE, EIGHTY-SEVEN (87) OCTANE	GALLONS			\$2.2009	\$2.4278
BLENDED DIESEL FUEL (WINTER BLEND)	GALLONS			\$2.8012	\$2.7239
COUNTRY MARK 87 E10 PLUS	GALLONS	\$1.975	\$2.525		
BLENDED DIESEL FUEL (WINTER BLEND) 15% KERO	GALLONS	\$2.669			
#2 DIESEL FUEL	GALLONS	\$2.554	\$2.827	\$2.7762	\$2.6989
B-20 BIODIESEL BLENDED FUEL	GALLONS	\$2.679			
Bid Bonds Included		YES	YES	YES	YES
Subject to Escalation/De-Escalation		YES	NO	YES	NO
Form #95		YES	YES	YES	YES

John Han
John Han
Derry Riggins

March 4, 2024

Polling Location Name Change – Rick Spangler

Mr. Rick Spangler, Delaware County Clerk stated pulling a location for Precinct 14, 15, and 23 previously known as the Garland E Ross Center has asked us to change their name to the Ross Community Center. We are going to have the same people voting in the same location.

MOTION: Commissioner Henry made a motion to approve for advertisement

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

Commissioner Riggan asked how many polling sites have moved?

Mr. Rick Spangler stated he thinks six. They sent out 8,000 postcards so we have notified everybody and we're way ahead of all the notification deadlines.

March 4, 2024

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

<u>Precinct</u>	<u>Company</u>	<u>Address</u>	<u>City</u>
1	Friends Memorial Church	418 W Adams St.	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 St.	Muncie
12	Roy C Buley Recreation Center	1111 N Penn St.	Muncie
13	Maring Hunt Library	2005 S High St.	Muncie
14-15-23	Ross Community 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

March 4, 2024

<u>Precinct</u>	<u>Company</u>	<u>Address</u>	<u>City</u>
38	West View Elementary School	3401 W Gilbert St.	Muncie
39, 43, 48	Union Chapel Ministries	4622 N Broadway Ave.	Muncie
44	Southside Church of the Nazarene	3500 W Fuson Rd.	Muncie
45-47	Remedy City Church	4100 N Oakwood Ave.	Muncie
46-(5nv)	TRC, – Head Start (Claypool)	3900 E Wysor St.	Muncie
51, 52, 94	Daleville Town Hall	14421 W Main St.	Daleville
53, 54, 88	Yorktown Middle School	8220 W Smith St.	Yorktown
55, 71	Yorktown High School	1100 S Tiger Dr.	Yorktown
56	Westminister Village	5801 W Bethel Ave.	Muncie
57	Gaston United Methodist Church	105 N. Main St.	Gaston
58-74	University Christian Church	2400 N Nebo Rd.	Muncie
59, 73	Liberty Baptist Church	9601 S Cowan Rd.	Muncie
60, 69	Hamilton Township Fire Dept	8021 N State Road 3	Muncie
61-77	Eaton Community Building	600 E. Harris St.	Eaton
62	Harris Chapel	10450 S Co Rd 544 E	Selma
63, 64, 75	Delaware County Highway Garage	7700 E Jackson St.	Muncie
65	Desoto United Methodist Church	6309 N Co Rd 500 E	Muncie
66, 67, 68	Albany Fire Station	214 E State St.	Albany
70	People of Praise	3300 W Moore Rd.	Muncie
78	Wes-Del High School	10000 N Co Rd 600 W	Gaston
81, 98	Christian Missionary Alliance Church	5601 W Jackson St.	Muncie
87, 95	New Life Presbyterian Church	8000 W River Rd.	Yorktown

March 4, 2024

<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.

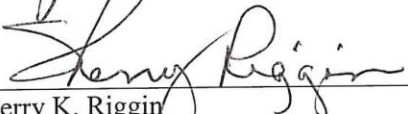
Signed this 4th day of March, 2024.



Shannon Henry
Delaware County Commissioner



James King
Delaware County Commissioner



Sherry K. Riffin
Delaware County Commissioner

March 4, 2024

OpenGov Addendum – Ed Carroll

Mr. Edward Carrol, Auditor stated this is an amendment to an existing contract we have with OpenGov. They are working with us in reference to the ARPA storage and the chart of accounts. So far, we've learned that we can actually generate reports that tell us how much office supplies we have spent for each department. We have no ability to know how many or how much money we spend for office supplies as a county at this time. The cost is \$22,000.

MOTION: Commissioner Riggin made a motion to adopt using money out of the administrative fees

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King



Project Change Order	
Customer:	County of Delaware, IN
Project:	County of Delaware, IN - Budgeting & Planning / PLC - New Business - SF
Document Number:	CO DD-02195-01
Date Requested:	1/29/2024
Requested by:	Danielle Vidian, Project Manager
Reason for Change	
<p>Working with the customer and the OpenGov project team, we have determined there is a need for additional hours to complete the original Statement of Work (SOW).</p> <p>The original Scope of Work for this project was scoped at 244 professional service (PS) hours. That SOW included the following:</p> <ul style="list-style-type: none"> ● Reporting & Transparency ● Chart of Accounts Configuration & Validation ● OpenGov Budgeting & Planning ● Financial Integration 	
Scope of Change	
<p>We have added the following to the Statement of Work:</p> <ul style="list-style-type: none"> ● Chart of Accounts Rebuild <ul style="list-style-type: none"> ○ Upload and configure the Chart of Accounts in OpenGov ○ Provide Administrator Training regarding Chart of Accounts maintenance in OpenGov ● Operating Budget Rebuild <ul style="list-style-type: none"> ○ Configure the OpenGov budget proposals and worksheets ○ Provide Administrator Training regarding annual budget process and maintenance ● Budget in Brief Update <ul style="list-style-type: none"> ○ Reconfigure reports for the Budget and Brief ○ Provide Administrator Training regarding annual updates <p>Working with the customer and the OpenGov project team, we have determined a need for additional hours to complete the following deliverables in the Statement of Work:</p>	

March 4, 2024

DocuSign Envelope ID: 6D0B1925-79A9-4733-AAA3-1820329F9F78



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-014035
Created On: 2/15/2024
Order Form Expiration: 3/14/2024
Subscription Start Date: 2/15/2024

Prepared By: Kelly Ammons
Email: kammmons@opengov.com
Contract Term: PS Only

Customer Information		Contact Name:	
Customer:	County of Delaware, IN	Ed Carroll	
Bill To/Ship To:	7700 E. Jackson St. Muncie, IN United States	ecarroll@co.delaware.in.us	
		Phone:	765-747-7857

Order Details
Billing Frequency: Billed Upon Completion
Payment Terms: Net Thirty (30) Days

PROFESSIONAL SERVICES:

Product / Service	Description		
Professional Services Deployment - Time & Materials	Hours will be billed upon completion on a time and material basis at a rate of \$215.00 per hour.		
		Professional Services Total:	\$22,000.00


Service Terms	
Service Date:	Amount:
February 15, 2024	\$22,000.00

Order Form Legal Terms
This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

County of Delaware, IN

Signature: 

Name: James King

Title: Comm. -

Date: 03/04/2024

OpenGov, Inc. DocuSigned by:

Signature: 

Name: Sam Kramer

Title: SVP, Finance

Date: 3/6/2024





- Project Management
- Chart of Accounts Administrative Training
- Workforce Plan Configuration
- Capital Budget Configuration
- Budget Administrative Training
- Reporting Administrative Training
- Internal User Training

In working with the customer and the OpenGov team, these services will be billed on a time and materials basis upon completion of the work. OpenGov assumes this effort will take **110 additional PS hours** for the completion of the project. In the event these hours are not sufficient, OpenGov will bill Customer for the actual hours worked and invoice Customer based on actual project hours. This will be billed at **\$200/hour**.

Project Impact (Schedule and Cost)

- Based on the above work, OpenGov/Delaware County will reevaluate and solidify an updated timeline.
- **Estimated 110 additional PS hours** for the completion of the project. This will be billed at **\$200/hour, via time and materials**.

Approvals

OpenGov DocuSigned by:
Signature: *Sam Kramer*
A3AFF18117C415...
Name: Sam Kramer
Title: SVP, Finance
Date: 3/6/2024

Customer
Signature: *[Handwritten Signature]*
Name: James King
Title: Commissioner
Date: 3/4/2024

March 4, 2024

Scope of Services – Ed Carroll/James King

Mr. John Brooke stated this is an addition for some financial services provided by Baker Tilly. To provide assistant with some possible proposed annexed areas and how that would affect the county general fund and what it would do to some of our TIFF areas. This is an additional analysis the county needs as well as the county council needs for planning for the future. Total cost is \$32,000.

Commissioner Kings stated it's going to come out of all the different EDIT funds

MOTION: Commissioner Henry made a motion to approve Scope of Services

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

March 4, 2024

**SCOPE APPENDIX to
Engagement Letter dated: March 18, 2021
Between Delaware County, and
Baker Tilly US, LLP**

RE: Annexation Analysis

DATE: February 28, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Delaware County (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services in connection with 1,095 parcels in an area identified as "North Annex 2".

A. Proposed Annexation Area Analysis

1. Work with the Client to identify the proposed annexation area and obtain a map and description of the area boundaries.
2. Work with the County Auditor/Assessor's office, as necessary, to identify parcel information for the area proposed to be annexed.
3. Determine the net assessed value of the area, the taxpayer impact, and fiscal impact to overlapping taxing units resulting from the proposed annexation.
4. Summarize our findings and prepare a fiscal impact summary for the annexation area.
5. Attend meetings to explain our findings to the Client, as needed.

COMPENSATION AND INVOICING

BTMA's fees for services set forth in the Scope Appendix will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred and will not exceed Thirty-Two Thousand Dollars (\$32,000) without further authorization from the Client.

Standard Hourly Rates by Job Classification
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

**Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.



March 4, 2024

**SCOPE APPENDIX to
Engagement Letter dated: March 18, 2021
Between Delaware County, and
Baker Tilly US, LLP**

- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Paige E. Sansone

Paige E. Sansone, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: *[Signature]*

Title: *Commissioner*

Date: *03/04/2024*

[Signature]

March 4, 2024

Barber Subdivision, Nannie Haven Subdivision, Riggin Homestead – Ashton Land Surveyors
Ms. Kathy Vannice Ashton land surveyor at 325 West Washington Street Muncie Indiana, the first one off the on the list is Barber Subdivision. This is a two-lot subdivision that we are dividing to the north parcel which is going to be sold to the person who is the West adjoiner. It is right now currently R3 zoning and their intention is to be able to take the barn and combine it with their property that's to the west and rezone it. So, they can build a house to the West. This is on county road 500 East in Desoto and has gone through the flat committee which gave approval.

MOTION: Commissioner Henry made a motion to approve Barber Subdivision

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

The second one is for Nannie Haven Subdivision on Centennial. There is a house that sits on lot one which is the one-acre track, the frown. The parcel behind it has an older barn that is old enough that it may have lead paint. To be able to purchase this property they can only sell off the one acre, lot one, because the people who are purchasing it the bank will not lend them money with a chance of having lead paint in the older structure.

MOTION: Commissioner Henry made a motion to approve Nannie Haven Subdivision

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

The final one is the Riggin Homestead on north walnut street right across the street from the airport. This parcel originally was purchased as a as a two-acre parcel and then they purchased an acre to the east and combined the properties. In the process they thought they could sell it as a two-acre going back and the only way to redivided it is to go back through the platting process. The one acre on the east is going to be sold to the farmer on the east which is the Riggin and Sons and their intention now is to just to sell the house. It would have been two acres but the piece that was used for road dedication of walnut takes it down to 1.77 acres.

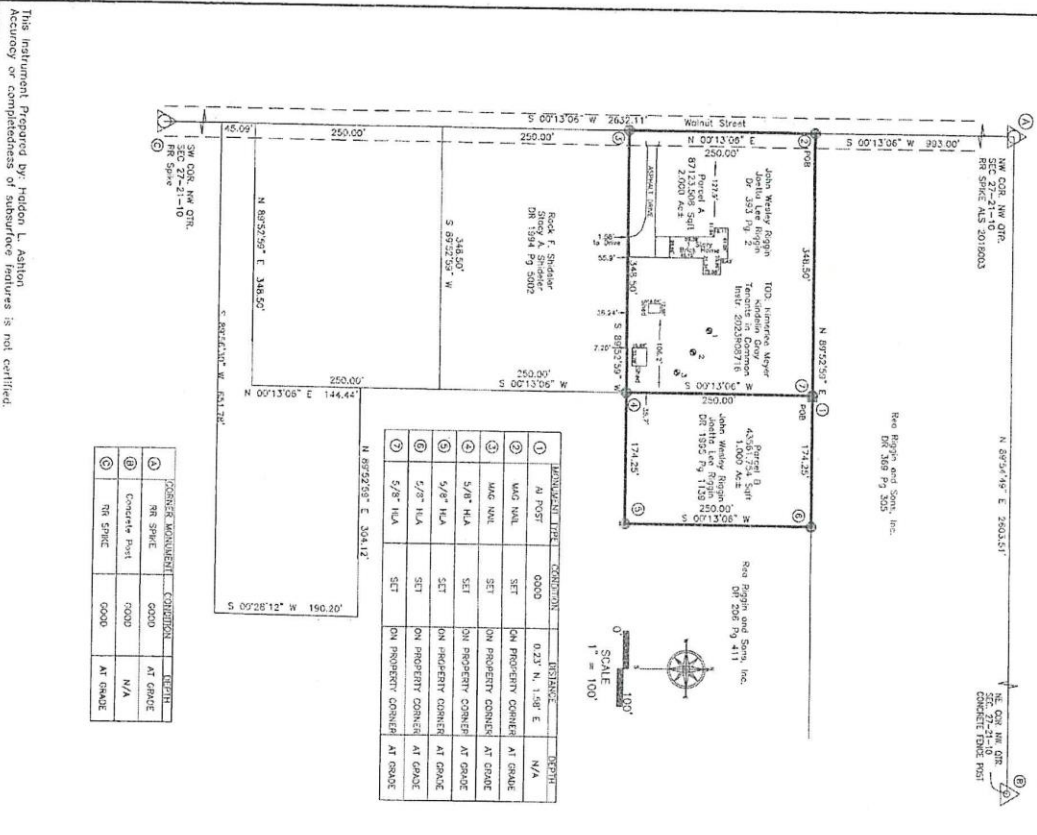
Commissioner Riggin added she had nothing to do with this.

MOTION: Commissioner Henry made a motion to approve the Riggin Homestead

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Notice: Parcel B is to be divided in East Allegheny. Parcel B is unshaded without section identifier does not occur.



MONUMENT	DESCRIPTION	BEARING	DEPTH
(1)	WOOD POST	0.23 N. 1.98 E.	N/A
(2)	WOOD NAIL	SET	ON PROPERTY CORNER AT GRADE
(3)	WOOD NAIL	SET	ON PROPERTY CORNER AT GRADE
(4)	5/8" N/A	SET	ON PROPERTY CORNER AT GRADE
(5)	5/8" N/A	SET	ON PROPERTY CORNER AT GRADE
(6)	5/8" N/A	SET	ON PROPERTY CORNER AT GRADE
(7)	5/8" N/A	SET	ON PROPERTY CORNER AT GRADE

This instrument Prepared by Hodson L. Ashton
 Accuracy or completeness of substance features is not certified.

Ashton
Land Surveyors

325 W. Washington St.
Muncie, IN 47303
Ph: 765-282-5594
Fax: 765-282-5596
Mobile Land Surveyors, Inc.

DIVISION SURVEY
6110 N WALNUT ST.
MUNCIE, IN

24th APR 2024

1. I certify under the penalties for perjury, that this is a true and correct copy of the original survey as recorded in the public records of Delaware County, Indiana, and that I am a duly licensed land surveyor in the State of Indiana.

2. The within survey was prepared in accordance with the provisions of the Indiana Survey Standards as defined in Indiana Administrative Code 865 IAC 1-12-7 (Plate 127), the following opinions and observations are a result of: a. Availability, condition of the files and corners established by this survey; b. Lines of occupation; and c. Measurements (if applicable).
 There may be unwritten rights associated with these uncertainties.

Reference Monuments
 There is a spike marking the Northwest corner of the Northwest Quarter. There is a concrete post at the Northwest corner of the Northwest Quarter. There is a spike of the Surveyed tract is along a fence boundary line as decided marking the South line of 60'-acres of the North end of the Northwest Quarter. The fence line no longer exists.

Occupation
 There is a right-of-way for Walnut Street Road across the Western side.

Record Descriptions
 The South line of 60'-acres of the North side of the Northwest Quarter is recorded as 93'-feet South then East with an interior angle of 89 degrees 31 minutes. This angle along the South line is an interior angle of 89 degrees 39 minutes 53 seconds. This angle along the South line is on the Surveyed tract is along a fence boundary line as decided marking the South line of 60'-acres of the North end of the Northwest Quarter. The fence line no longer exists.

3. Flood Zone
 The Flood Zone is shown on the State Plane Coordinate System, instead of the National Plane Coordinate System. The Flood Zone is shown on the State Plane Coordinate System, instead of the National Plane Coordinate System. The Flood Zone is shown on the State Plane Coordinate System, instead of the National Plane Coordinate System.

4. The within survey was prepared in accordance with the provisions of the Indiana Survey Standards as defined in Indiana Administrative Code 865 IAC 1-12-7 (Plate 127), the following opinions and observations are a result of: a. Availability, condition of the files and corners established by this survey; b. Lines of occupation; and c. Measurements (if applicable).
 There may be unwritten rights associated with these uncertainties.

5. The within survey was prepared in accordance with the provisions of the Indiana Survey Standards as defined in Indiana Administrative Code 865 IAC 1-12-7 (Plate 127), the following opinions and observations are a result of: a. Availability, condition of the files and corners established by this survey; b. Lines of occupation; and c. Measurements (if applicable).
 There may be unwritten rights associated with these uncertainties.

REVISIONS

1. Initial
 2. Initial
 3. Initial
 4. Initial

DATE: 01/24/24
 BY: Hodson L. Ashton
 CHECKED BY: Kimmerlee Meyer
 DATE: 01/24/24

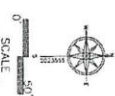
Sheet 1 of 1

2024R03585
JAN SMOOT
DELAWARE COUNTY RECORDER
RECORDED ON
03/05/2024 03:25 PM
REC FEE \$35.00
PAGES: 2
RECORDED AS PRESENTED

Barber Subdivision

DELAWARE COUNTY, INDIANA
SECTION 29, TOWNSHIP 21 NORTH, RANGE 11 EAST,
DELAWARE COUNTY, INDIANA
FINAL

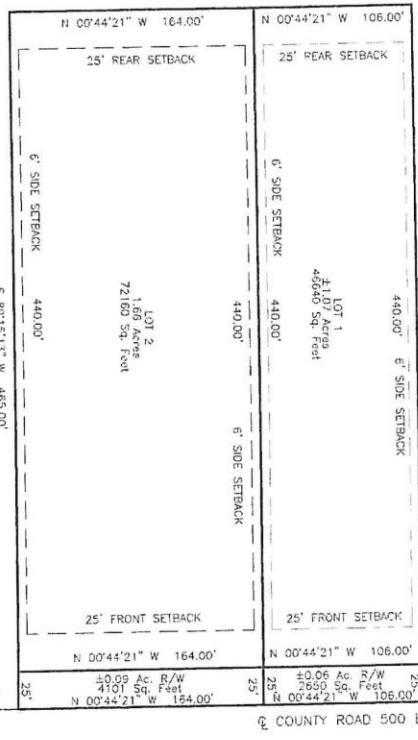
SCALE 1" = 20'
PURPOSE: TO SUBDIVIDE
1 IN BARBER SUBDIVISION



NE COR. NE QTR.
SEC. 29-21-11
C/S/1/4

S 00°44'21" E 886.63'

S 89°15'13" W 465.00'



PLAT NOTE: B2A 03-24
ALLOWS OPEN WITHOUT DWELLING
AND REDUCED SIDE SETBACK

SE COR. NE QTR. NE QTR.
SEC. 29-21-11
RR SPIKE



N 00°44'21" W 177.00'

COUNTY ROAD 500 E.

I affirm, under the penalties for perjury, that I have taken reasonable care to record each Social Security Number in this instrument, unless required by law.
This instrument prepared by: Heidon L. Ashton



Barber Subdivision

DELAWARE COUNTY, INDIANA
A SUBDIVISION OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 11 EAST,
DELAWARE COUNTY, INDIANA
FINAL

A part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 21 North, Range 11 East, in Delaware Township, Delaware County, Indiana, described as follows:
29, Township 21 North, Range 11 East, on the East line of the Northeast Quarter of Section 177.00 feet (assumed bearing) from a solar meridian North 00 degrees 44 minutes 21 seconds West Section, thence South 89 degrees 15 minutes 13 seconds West 455.00 feet parallel to the East line of said Quarter-Quarter Section to a 5/8-inch rebar; thence North 00 degrees 44 minutes 21 seconds West 270.00 feet to a 5/8-inch rebar; thence North 89 degrees 15 minutes 13 seconds East 455.00 feet parallel to the East line of said Quarter-Quarter Section; thence South 00 degrees 44 minutes 21 seconds East 270.00 feet to the East line of County Road 503 East along the Eastern edge and to all easements of record.

I hereby certify that to the best of my information, knowledge and belief the within plat represents a survey, executed according to survey requirements in effect on September 18, 2023.

Hildon L. Ashton
Registered Professional Surveyor LS60040149
Hildon L. Ashton



Boundary Survey Recorded in Instrument Number 20231803589 Records of Delaware County, Indiana.

The undersigned owner(s) of the herein described real estate Barber Subdivision, for themselves, and for all future owners and occupants of said real estate, do hereby certify that they have full consideration of the right to develop the real estate for other than agricultural uses, hereby:

First, acknowledge and agree that the Barber Subdivision is in and adjacent to an area zoned for agricultural uses, which uses include, but are not limited to, the raising, breeding and sale of livestock or feeding operations, use of farm machinery, and the sale of farm products;

Second, waive any and all objections to any such agricultural use on any real estate zoned for such uses within two miles of any boundary of the Barber Subdivision and is enforceable by any of the foregoing; together with such other conditions as may be required;

Third, agree that such agricultural uses, whether currently existing or hereafter established, enlarged, or changed, do not constitute a nuisance, and that no such uses shall be maintained, do not cause bodily harm to third parties, or directly endanger human health, and

Fourth, agree 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 Barber Subdivision and is enforceable by any of the foregoing; together with such other conditions as may be required.

OWNERS CERTIFICATE

OWNERS assigned owners, Thomas F. Tighe and Sally J. Tighe, of the real estate shown and reserved herein, do hereby certify that they lay out, plat and record the Barber Subdivision, a subdivision of the Barber Subdivision, Delaware County, Indiana, known as the Barber Subdivision, a subdivision of the Barber Subdivision, Delaware County, Indiana, 2024.

Witness our hands this 4th day of March, 2024.
Thomas F. Tighe, President
Sally J. Tighe, Secretary

State of Indiana)
County of Delaware)
SS

Before me, a Notary Public in and for said County and State, personally appeared Thomas F. Tighe and Sally J. Tighe, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this 4th day of March, 2024.

My Commission expires: 2-11-2022
Henry Resident of Indiana County Delaware



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 Barber Subdivision.

PLANNING COMMISSION: 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 Barber Subdivision.

DATE this 4th day of March, 2024.
Kyle S. Swadlow President
Shane R. Rigg Member

DATE this 4th day of March, 2024.
Shane R. Rigg Member
Henry Member

COUNTY AUDITOR:
Duly entered for taxation this _____ day of _____, 2024.

Auditor of Delaware County _____ 2024.

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

Plat Book _____ page _____ 2024.

Secretary of Delaware County _____

Recorder of Delaware County _____

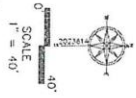
Duly Entered for Record
Transfer Fee \$ 2.00
MAR 05 2024
DELAWARE CO. AUDITOR

I affirm, under the penalties for perjury, that I have taken reasonable care to reduce each error to zero. I am a Notary Public in the State of Indiana and my commission expires on 2/11/2022.
This instrument prepared by Hildon L. Ashton

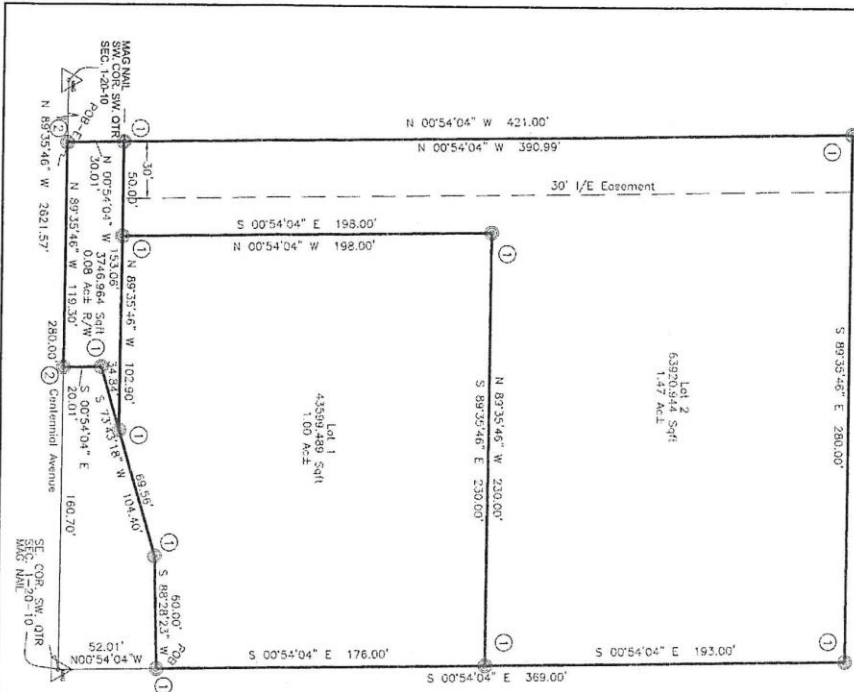


2024R03623
 JAN SHOOT
 DELAWARE COUNTY RECORDER
 RECORDED ON
 03/06/2024 11:28 AM
 REC FEE 25.00
 PAGES: 1
 RECORDED AS PRESENTED

B24-02-24, variance allowing an accessory building without a
 driveway, on and on a detached front setback for Lot 2.



MONUMENT TYPE	CONDITION	DISTANCE	DEPTH
1	5/8" H/A	New	Set
2	Mag Nail	New	Set



Nannie Haven Subdivision

DELAWARE COUNTY, INDIANA
 A SUBDIVISION
 IN SECTION 01, TOWNSHIP 20 NORTH, RANGE 10 EAST,
 CENTER CENTER, DELAWARE COUNTY,
 Final Plat

A part of the Southwest Quarter of Section 1, Township 20 North, Range 10 East in the City of Muncie, Delaware County, Indiana, described as follows:
 Beginning at a 5/8-inch rebar on the East line of the Southwest Quarter of Section 1, Township 20 North, Range 10 East, said rebar being North 00 degrees 54 minutes 04 seconds West 52.01 feet from a mag nail marking the Southeast corner of said quarter, thence North 88 degrees 28 minutes 23 seconds West 60.00 feet along the Northern line of Centennial Avenue; thence South 27 degrees 13 minutes 04 seconds East 104.00 feet along said line; thence South 00 degrees 54 minutes 04 seconds East 20.01 feet to a point on the South line of said quarter, 104.00 feet from said line; thence South 35 minutes 46 seconds West 119.30 feet along the South line of said quarter to a nail; thence North 00 degrees 54 minutes 04 seconds East 280.00 feet to a 5/8-inch rebar on the East line of said quarter, 84 minutes 04 seconds East 369.00 feet to the point-of-beginning, containing 2.55 acres, more or less, and subject to the right-of-way for Centennial Avenue and to all easements of record.
 Beginning of a nail on the South line of the streets segment on the East side of the following described line:
 North 89 degrees 35 minutes 46 seconds West 280.00 feet from a mag nail marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 54 minutes 04 seconds West 421.00 feet to the termination of said easement.



Boundary Survey Recorded in Instrument Number 2024-03-21-27 Records of Delaware County, Indiana.

OWNERS CERTIFICATE

The undersigned owners, Doris Properties I, LLC, Donna Doris, Member, of the real estate above, and approved herein, do hereby certify that they buy or, plot, subdivide into lots, and dedicate the road to the public therefor, in accordance with the plat hereon. The subdivision shall be known as the Nannie Haven Subdivision, a subdivision in Center Township, Delaware County, Indiana.

Donna Doris
 Donna Doris, Member
 State of Indiana
 County of Delaware } SS

Before me, a Notary Public in and for said County and State, personally appeared Doris Properties I, LLC, Donna Doris, Member, who acknowledged the execution of the foregoing plat, to my voluntary act and deed this 2 day of March, 2024.

My Commission expires 2-11-2028 President of Henry County, IN



PLAN COMMISSIONER: Under authority of the Act 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 Nannie Haven Subdivision.

DATED this 4th day of March, 2024.
Katherine Subbarayan
 Katherine Subbarayan, President

Doris Properties I, LLC
 Donna Doris, Member
 Member

COUNTY AUDITOR: *[Signature]*
 Duly entered for taxation this day of , 2024.

Doris Properties I, LLC
 Donna Doris, Member
 Member

COUNTY RECORDER: *[Signature]*
 Received for record and recorded this day of , 2024.

DELAWARE COUNTY AUDITOR
 Date: 02/28/24

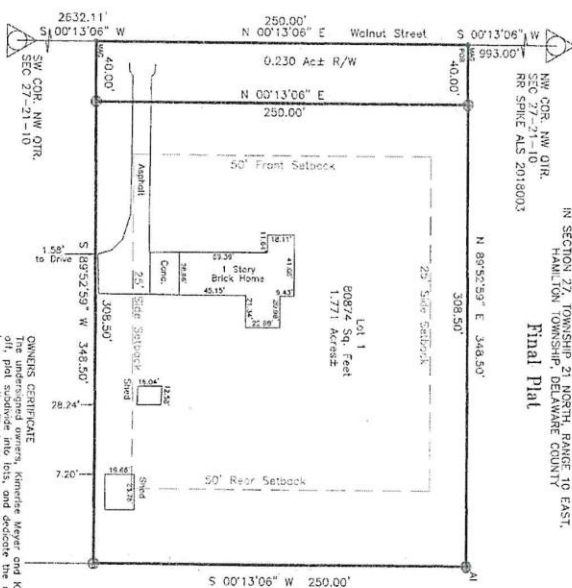
I affirm, under the penalties for perjury, that I have taken reasonable care to record each Social Security Number, unless required by law.
 Harrison L. Aitken
 This instrument prepared by: Harrison L. Aitken



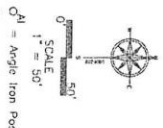
7024R03589
JAN 5 2024
DELAWARE COUNTY RECORDER
RECORDED ON
03/05/2024 03:38 PM
REC FEE 25.00
PAGES: 1
RECORDED AS PRESENTED

Riffin Homestead

DELAWARE COUNTY, INDIANA
A SUBDIVISION
IN SECTION 27, TOWNSHIP 21 NORTH, RANGE 10 EAST,
HAMILTON TOWNSHIP, DELAWARE COUNTY,
Indiana
Final Plat



OWNERS CERTIFICATE
The undersigned owners, Kimberley Meyer and Kindin Gray, of the real estate shown and referred herein, do hereby certify that they by
this plat subdivide and lay out, and dedicate the road to the public therein, in accordance with the plat herein. This subdivision shall be
in witness whereof, we have hereunto set our hands and seals on this 5th day of March, 2024, in Hamilton Township, Delaware County, Indiana.
Kimberley Meyer
Kindin Gray



A part of the northwest quarter of Section 27, Township 21 North, Range 10 East, in Hamilton Township, containing more or less, is hereby subdivided into two (2) lots, the first lot being South 00 degrees 13 minutes 06 seconds West 250.00 feet (assumed bearing) from a point on the East line of a road of Section 27, Township 21 North, Range 10 East, to a point on the West line of a road of Section 27, Township 21 North, Range 10 East, to a 5/8-inch rebar, thence South 00 degrees 13 minutes 06 seconds West 250.00 feet to a 5/8-inch rebar, thence South 89 degrees 52 minutes 59 seconds West 348.50 feet to a nail, and thence South 00 degrees 13 minutes 06 seconds West 250.00 feet to the point of beginning, containing 2.00 acres, more or less, and subject to the right-of-way for Abston Street (see) and to all covenants of record.

I hereby certify that to the best of my information, knowledge and belief the within plat represents a true and correct copy of the original survey, and that all requirements of Sections 569, 569.5, 1-1725, make applicable to this subdivision are fully complied with on January 23, 2024.



Boundary Survey Recorded in Instrument Number 20221125567
Registered Land Surveyor
Harrison L. Ashton
The undersigned owner(s) of the herein described real estate, Riffin Homestead, for themselves and for all future owners and occupants of said real estate, do hereby certify that they have the full right to develop the real estate for other than agricultural uses, hereby:
First, acknowledge and agree that the Riffin Homestead is in and adjacent to an area zoned for agricultural uses, which uses include, but are not limited to, production of crops, animal husbandry, and application of farm machinery, and the sale of farm products;
Second, waives any and all objections to any such agricultural uses on any real estate zoned for such uses which are now or hereafter owned, controlled, managed, or operated by the undersigned, or their heirs, assigns, or assigns, and agrees that such agricultural uses, whether such uses exist, cease, or are changed in use in the future to another agricultural use;
Third, agrees that such agricultural uses, whether currently existing, or hereafter established, interrupted, or abandoned, do not constitute a nuisance, nor do they constitute a public use, nor do they constitute a public use or third parties, or directly endanger human health, and
Fourth, agree that this covenant is for the benefit of Delaware County, Indiana, and all persons employed in agricultural uses within two miles of any boundary of the Riffin Homestead and is enforceable by any of the foregoing, together with such other covenants as may be required.

PLAT COMMISSIONER: Under authority of the Acts of 1947 enacted by the General Assembly of the State of Indiana and all Acts amendatory thereto, the Delaware-Munroe Metropolitan Plan Commission hereby approves the foregoing plat of the Riffin Homestead.
DATE this 5th day of March, 2024.
Kimberley Meyer, President
Kindin Gray, Secretary
COUNCIL MEMBERS:
DATE this 5th day of March, 2024.
COUNCIL ADDRESS:
Duly Entered for Taxation this 5th day of March, 2024.
Transfer Fees \$ 200.00
MAR 05 2024



March 4, 2024

DEPARTMENT HEADS AND ELECTED OFFICIALS:

Commissioner King stated he is coming off the DAC board and Commissioner Riggini will be his replacement.

MOTION: Commissioner Henry made a motion to remove Commissioner King from the DAC board and replace him with Commissioner Riggini.

SECOND: Commissioner Riggini

YEAS: Commissioner Henry, Commissioner Riggini, President King

Commissioner Riggini shared Delaware County Farm Days will be held at the fairgrounds March 19th and 20th.

WEEKLY, MONTHLY AND QUARTERLY REPORTS:

PAYMENT OF CLAIMS: \$ 712,769.61

MOTION: Commissioner Riggini made a motion to approve payment of claims in the amount of \$712,769.61.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggini, President King

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION (ALL PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES AND SPEAKER MUST SIGN-IN PROVIDING NAME AND ADDRESS):

[COMMENTS MAY BE MADE TO THE COMMISSIONERS VIA THEIR EMAIL AT commissioners@co.delaware.in.us

RECESS:

MOTION: Commissioner Henry made a motion to recess

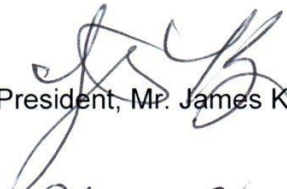
SECOND: Commissioner Riggini

YEAS: Commissioner Henry, Commissioner Riggini, President King


The next Commissioner's meeting will be Monday March 18th, 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.**


March 4, 2024




President, Mr. James King



Member, Mr. Shannon Henry



Vice President, Ms. Sherry Riggan



Auditor, Mr. Ed Carroll