




Delaware County Commissioners Meeting Agenda

To be held in the Commissioners' Courtroom at:
100 W. Main St. Room 309A

Meetings will also be live streamed via the
Delaware County, Indiana Government  YouTube Channel

Comments may be made to the Commissioners via their e-mail at commissioners@co.delaware.in.us

Monday, January 6th, 2025 @ 9:00 A.M.
ORDER OF BUSINESS

CALL TO ORDER:

PLEDGE TO FLAG:

ROLL CALL:

Commissioner Henry
Commissioner Riggin
Commissioner Brand
Attorney John Brooke
Auditor Ed Carroll

REORGANIZATION:

MOTION: Commissioner Riggin made a motion to elect Commissioner Henry to be President for 2025

SECOND: Commissioner Brand

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

MOTION: Commissioner Riggin made a motion to elect Commissioner Brand to be Vice President for 2025

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

APPOINTMENT(S):

Annual Appointments

Attorney Mr. John Brooke read aloud the annual appointments. (See Below)

MOTION: Commissioner Riggin made a motion to approve the list of annual appointments.

SECOND: Commissioner Brand

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

Miscellaneous Board Appointments

Attorney Mr. John Brooke read aloud the annual appointments. (See Below)

MOTION: Commissioner Riggin made a motion to approve the list of Miscellaneous Board Appointments.

SECOND: Commissioner Brand

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

TABLED BUSINESS:

Handbook Revisions – Pam McCammon

ORDINANCE NO. 2024-033: AN ORDINANCE APPROVING AMENDMENT TO THE COUNTY PERSONNEL HANDBOOK

MOTION: Commissioner Riggin made a motion to

SECOND: Commissioner Brand

YEAS: Commissioner Riggan, Commissioner Brand, Commissioner Henry

APPROVAL OF MINUTES:

Commissioners Meeting December 16th, 2024

MOTION: Commissioner Riggan made a motion to table December 16th, 2024 Minutes

SECOND: Commissioner Brand

YEAS: Commissioner Riggan, Commissioner Brand, Commissioner Henry

Commissioners Special Meeting December 30th, 2024

MOTION: Commissioner Riggan made a motion to table December 30th, 2024 Minutes

SECOND: Commissioner Brand

YEAS: Commissioner Riggan, Commissioner Brand, Commissioner Henry

CONTRACTS OR AGREEMENTS FOR APPROVAL:

Absolute Title for Deed Sale Services – Stephen Brand

Commissioner Brand stated he spoke with Auditor Ed Carroll asking why he is using a title company outside of Delaware County.

Auditor Edward Carroll stated the last time there was a deed sale Indiana Title was used but we are unable to find the contract. He also mentioned the cost per deed is cheaper than others.

911 Center Chair Lease – Fred Cummings

911 Director Fred Cummings stated the cost for this 3-year lease is \$21,852 for 10 chairs.

Commissioner Brand asked Mr. Cummings if he had explored if any business in Delaware County that lease chairs. He also asked if Mr. Cummings would contact the company that he is requesting to use to update their contract to where Delaware County can pull out at any time.

Mr. Fred Cummings stated he will contact the company and see what they say.

MOTION: Commissioner Brand made a motion to table the 911 Center Chair Lease

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Brand, Commissioner Henry

OLD BUSINESS:

Solar Moratorium – Stephen Brand

Commissioner Brand gave an update on the Solar Moratorium that will expire March 1, 2025.

DEPARTMENT HEADS AND ELECTED OFFICIALS:

None

WEEKLY, MONTHLY AND QUARTERLY REPORTS:

Weights & Measures December 2024

Commissioners and Mr. Eric Strauch discussed the weights and measures report.

PAYMENT OF CLAIMS: \$ 4,021,725.75

MOTION: Commissioner Riggan made a motion to approve payment of claims in the amount of \$4,021,725.75.

SECOND: Commissioner Brand

Commissioner Brand asked that the claims be placed in a PDF and published on our website. He also asked if descriptions can be placed on the claims.

YEAS: Commissioner Riggan, Commissioner Brand, Commissioner Henry

PAYMENT OF ARP CLAIMS: \$ 1,016,291.17

MOTION: Commissioner Riggan made a motion to approve payment of ARP Claims in the amount of \$1,016,291.17

SECOND: Commissioner Brand

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

PAYMENT OF FALL SETTLEMENT: \$ 36,352,868.22

MOTION: Commissioner Riggin made a motion to approve payment of fall settlement in the amount of \$36,352,868.22.

SECOND: Commissioner Brand

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

PAYMENT OF PAYROLL FOR 12/18/2024: \$ 1,059,963.20

MOTION: Commissioner Brand made a motion to approve payment of payroll for the amount of \$1,059,963.20.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

Commissioner Brand asked the Auditors office to send a payroll report.

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION (ALL PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES AND SPEAKER MUST SIGN-IN BEFORE 9AM, PROVIDING NAME AND ADDRESS):

None

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

Commissioner Brand stated there are 13 job openings within the county. He also stated he is working with HR and IT to put in a new employee kiosk, looking into the 32-hour work week that was done years ago, and creating an employee of the month.

RECESS:

MOTION: Commissioner Riggin made a motion to

SECOND: Commissioner Brand

YEAS: Commissioner Riggin, Commissioner Brand, Commissioner Henry

The next Commissioner's meeting will be Tuesday January 21st, 2025, 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.**


Commissioner Riggin


Commissioner Brand


Commissioner Henry


Attest

List of Appointments-2025

Appointments with Term of Office

[These offices have a set term of years as established by statute, ordinance or regulation.]

Board or Commission	Current Appointee	Length of Term	Expiration of New Term
Airport Authority	Russell Jones	4 years	12/31/2028
<i>Needs to be politically balanced</i>			
Board of Health	Anthony Dowell, MD	4 years	12/31/2028
Community Corrections Advisory Board¹			
Adult Probation Officer	Lyndsey Wilmes	4 years	12/31/2028
Citizen Member/Lay Person	Carol Ammon	4 years	12/31/2028
County Council	Eugene Whitehead	4 years	12/31/2028
Citizen Member/Lay Person	Sherry Riffin	4 years	12/31/2028
Citizen Member/Lay Person	Andrew Rameriz	4 years	12/31/2028
Convention and Tourism Board	Jarrold Walls	2 years	12/31/2026
Delaware County Regional Wastewater District	Bill Walters	4 years	12/31/2028
	Ray Maynard	4 years	12/31/2028
East Central Indiana Planning Council	Shannon Henry	1 year	12/31/2025
Fair Board²	Dan White	3 years	12/31/2027
	Fred Cummings	3 years	12/31/2027
	Jeff Smoot	3 years	12/31/2027
	Julie Eskew	3 years	12/31/2027
	VACANT	3 years	12/31/2027
	John Coutinho ³	3 years	12/31/2027
ICAP	Stephen Brand	1 year	12/31/2025
Information Technology (IT) Board	Stephen Brand	1 year	12/31/2025
Liberty Regional Wastewater Board	Danielle Castle	4 yrs	12/31/2027

¹ These names and positions were confirmed with Jayne Miranda, Director.

² These are confirmed with Dan White. .

³ Mr. Coutinho was appointed to replace Brandy Webb whose term expires on 12/31/2024.

List of Appointments-2025

Annual Appointments [these are appointments with a 1-year appointment term]

Position	Current Appointee	Date of Term
Executive Appointments		
911 Director ¹	Fred Cummings	12/31/2027
Executive Assistant/Office Manager	Sara Hodges	12/31/2025
County Attorney	John Brooke	12/31/2025
EMA Director	John Coutinho	12/31/2025
EMS Director	Mike Ashley	12/31/2025
Highway Superintendent	Tommie Humbert	12/31/2025
HR Director	Pam McCammon	12/31/2025
Veteran's Affairs Office	Brian Wilson	12/31/2025
Inspector, Weights and Measures	Eric Stauch	12/31/2025
Maintenance Superintendent	Steve Foster	12/31/2025
Economic Development Director	VACANT	12/31/2025
County Information Officer	Kyle Johnson	12/31/2025
Delaware County Council Finance Committee Representative for Commissioners	Sara Hodges	12/31/2025
Alcohol, Tobacco Commission	Tom Simpson	12/31/2025
Delaware County Drainage Board (All are current members)	Sherry Riffin	12/31/2025
	Joe Hamilton	12/31/2025
	John Christie	12/31/2025
	Bill Whitehead	12/31/2025
	Wayne Bothel	12/31/2025
Delaware County Redevelopment Commission (All are current members)	Michelle Badders	12/31/2025
	Shannon Henry	12/31/2025
	Stephen Brand	12/31/2025
<i>Ex officio-School Board</i>	John Adams	12/31/2025
Delaware Advancement Corporation	Sherry Riffin	12/31/2025
Community Revitalization Economic Enhancement District [CREED]	Dan Allen (Utility Rep)	12/31/2025
IC 36-7-13-5	Stephen Brand	12/31/2025
Statutory criteria	Angie Moyer (current)	12/31/2025
	Dave Williams (Union Rep)	12/31/2025
	Doug White (Banker Rep)	12/31/2025

¹ The Director has an employment contract that expires in 2027.

Position	Current Appointee	Date of Term
East Central Indiana Solid Waste District²	Stephen Brand	12/31/2025
	Shannon Henry	12/31/2025
Emergency Communications Board	Shannon Henry	12/31/2025
Property Tax Board of Appeal [PTBOA]	Sharyn Black	12/31/2025
	Jason Lipps	12/31/2025

² Membership on this board is limited to elected officials only.

EQUIPMENT LEASE

SUMMARY

LESSOR: Thomas Shelby and Company, Inc., of the City of St. Marys, County of Auglaize, State of Ohio, referred to in this agreement as "Lessor".

LESSEE: Delaware County Emergency Communications Center in the City of Muncie, in the County of Delaware, in the State of Indiana referred to in this agreement as "Lessee".

EQUIPMENT LEASED:

Concept Seating models (1) 3142r1 in Cloth and (11) 3142r1 in Alternative Leather

Chair Identification numbers are on file at Thomas Shelby & Company, Inc.

DELIVERY LOCATION:

Delaware County Emergency Communications Center
210 S Jefferson St.
Muncie, IN 47305

LEASE SCHEDULE

COMMENCEMENT DATE OF LEASE: February 12, 2025

TERM OF LEASE:

The term of this lease shall be from February 2025, until February 2028 at midnight on each date. Dates are subject to adjustment. Contract will be fulfilled for 3 years from the date of the first delivery.

FREQUENCY OF RENT PAYMENT: Yearly

AMOUNT OF EACH RENT PAYMENT:

- i. The Lessee (Delaware County Emergency Communications Center) is obliged to pay Lessor a total of \$21,852.00 for the rights conveyed under this lease.
- ii. Payment Options:
 - a) Quarterly for \$1,821.00 for 12 quarters
 - b) Yearly for \$7,211.16 (includes 1% discount); for 3 years
A 1% discount is offered for yearly payments made at the time the contract begins.
 - c) Payment in Full at first year of contract for \$21,414.96 (includes 2% discount)
A 2% discount is offered for Payment in Full and made at the time the contract begins

If Lessee (Delaware County Emergency Communications Center) fails to make a payment on or before its due date, a late fee of \$ 75.00 shall be due and payable immediately to Lessor. Payment Address is **Thomas Shelby & Company, Inc., 309 South Park Drive, St. Marys, OH 45885.**

TERMS AND CONDITIONS OF LEASE

SECTION I EQUIPMENT

February Exchange-Each year, on or about the yearly anniversary date, a set of replacement chairs will be sent for exchange. The exchange will be Concept Seating models (1) 3142r1 in Cloth and (11) 3142r1 in Alternative Leather chairs in good or equivalent condition to the ones Lessor currently has. It is the Lessee's responsibility to receive the new shipment and, return the used set to Thomas Shelby and Company, Inc.

SECTION II WARRANTIES

Lessee agrees that Lessor has made no representations or warranties of any kind or nature, express or implied, with respect to any matter other than that contained in this agreement, including, but not limited to the condition or use of the equipment, its merchantability, its fitness for any particular purpose, or the profitability of its used or operation. If maintenance and service is required between the yearly exchanges a service fee in the amount of \$ 175.00 will be billed to Lessee for any direct trips. Any costs for materials not covered under the manufacturer's warranty will be billed at the time of service.

SECTION III DEFAULT

If Lessee (Delaware County Emergency Communications Center) fails to pay all amounts due within ninety (90) days of their due dates, then Lessor may terminate Lessor's obligations under this lease and take back possession and control of the property. If upon taking possession of the equipment by Lessor the equipment is found not to be in the same good condition, repair, and working order as at the time of its delivery to Lessee, reasonable wear and tear excepted, Lessee agrees to pay for all the costs in connection with and for the purpose of reconditioning and reinstating the equipment to its original state on Lessee's behalf and expense. Lessee agrees to immediately pay to Lessor upon written demand any and all expenses, incurred by Lessor in exercising any of its rights under this agreement. While any delinquency exists, all payments made by Lessee shall first be applied to cure the delinquency before any sums will be applied toward the rental payments.

SECTION IV SCHEDULE

The "schedule" means the lease schedule set forth at the beginning of this agreement.

SECTION V TERM

The term of this Lease shall be for the period stated in the lease schedule. The first rent payment shall be payable on February 12, 2025, or upon delivery of the equipment to Lessee. All payments shall be made to Lessor at its office or to such other party or such other place as the Lessor may from time to time designate in writing. Lessee waives all existing and future claims and offsets against any rent or other payments due under this agreement, and agrees to pay the rent and other amounts under this agreement when due regardless of any offset or claim that may be asserted by Lessee or on Lessee's behalf.

**SECTION VI
ASSIGNMENT; BANKRUPTCY**

Lessee agrees that Lessee will not assign, mortgage, or pledge this Lease or any interest in it, or make any alterations, additions, or improvements to the equipment, or permit the equipment to be used by any person other than the Lessee or Lessee's employees, without the prior written consent of the Lessor.

Lessee agrees that neither this Lease nor any interest of the Lessee in this Lease shall be assignable or transferable by operation of law. It is hereby mutually agreed that in the event any proceeding under the Bankruptcy Act, or any amendment to the Act, is commenced by or against the Lessee, or in the event the Lessee is adjudged insolvent, makes any assignment for the benefit of Lessee's creditors, or if a writ of attachment of execution is levied on the equipment and is not released or satisfied within ten (10) days afterward, or if in any action or proceeding to which the Lessee is a party a receiver is appointed with authority to take possession or control of the equipment, Lessor may, at its option, terminate this Lease. The termination of this Lease shall not preclude Lessor from asserting any rights to recover for loss of profits or other damages resulting from such termination.

**SECTION VII
USE OF EQUIPMENT**

Lessee (Delaware County Emergency Communications Center) shall be responsible for maintaining the property in clean and working order taking into account normal wear and tear for the duration of the Lease agreement. Lessee acknowledges that this Lease is a commercial contract for the purposes of the Uniform Commercial Code. Any injuries or property damages or any other consequential damages or losses suffered in connection with the equipment or its use shall be the sole responsibility of the Lessee, and the Lessor is relieved of any such liability or obligations. Lessee agrees to save Lessor harmless against any claim or liability arising out of the use or operation of the equipment.

**SECTION VIII
OPERATING REGULATIONS**

Lessee shall comply with all laws, ordinances, and regulations, present or future, relating to the ownership, possession, use, or maintenance of the equipment throughout the term of this Lease. Lessee shall save and hold Lessor harmless from any liability arising from any failure to comply with this section.

**SECTION IX
TAXES**

Lessor shall pay all license fees, registration fees, assessments, charges, and taxes that may now or later be imposed by any taxing authority upon the ownership, possession, leasing, renting, or use of the equipment.

**SECTION X
CLAIMS AND EXPENSES**

Lessee agrees to hold and save the Lessor harmless from any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, resulting from the use of operation of the equipment during the term of this Lease.

**SECTION XI
ACCEPTANCE OF EQUIPMENT**

Unless Lessee gives Lessor written notice specifying any defect in or other valid objection to the equipment within seventy-two (72) hours after receiving the equipment, it shall be conclusively presumed that the equipment was in good operating condition when received, that Lessee accepted and approved the equipment, and that the equipment was the equipment described in the Lease. Lessee further agrees that Lessor shall in no event be liable for any damages arising directly or indirectly from the operation, failure, or defective condition of the equipment for any reason.

**SECTION XII
RETURN OF EQUIPMENT ON EXPIRATION OF LEASE**

Lessee agrees that upon the expiration of this Lease Lessee shall return the equipment to the Lessor in the same condition in which it was received by the Lessee, ordinary wear and tear expected. Lessee shall return equipment to the Lessor at Lessee's own cost and expense, freight insurance prepaid, properly crated on board such carrier and to such destination as Lessor shall specify within a radius of ten (10) miles from Lessee's address.

**SECTION XIII
NO PURCHASE OPTION**

Lessee shall have no option to purchase or otherwise acquire title to or ownership of any of the equipment and shall have only the right to use it under and subject to the terms and provisions of this Lease.

**SECTION XIV
EQUIPMENT LOCATION; INSPECTION BY LESSOR**

The equipment shall not be removed from the location specified at the beginning of this Lease without the prior written permission of the Lessor. Lessee shall advise the Lessor immediately of any damage to, or judicial process affecting, the equipment. Lessor shall have the right to enter the premises where the equipment is or may be located at any time during business hours for the purpose of inspecting the equipment.

**SECTION XV
ADDITIONS AND ALTERATIONS**

Lessee shall not make any additions or alterations to the equipment without the prior written consent of Lessor. All additions or improvements made by Lessee to the equipment shall belong to and become the property of the Lessor and shall form part of the schedule upon the expiration of the terms of this Lease or its sooner termination. Lessor, however, reserves the right to require Lessee to remove any such additions or alterations and to restore the equipment to its original condition as of the beginning of the Lease.

**SECTION XVI
INSURANCE**

Lessee agrees to keep the equipment fully insured at its own cost and expense during the term of this Lease, during any renewal period, and during the time that the equipment is in transit to and from Lessee and until safely returned to Lessor.

**SECTION XVII
MARKINGS**

If at any time during the term of this agreement Lessor supplies Lessee with tags, plates, or other markings stating that the equipment is owned by Lessor, Lessee shall permanently affix such identification markings upon a prominent place on the equipment.

**SECTION XVII
ASSIGNMENT OF AMOUNTS DUE**

Lessor may assign the amounts due or to become due under this agreement to any bank or other financial institution without prior notice to Lessee and Lessee agrees to recognize such assignment. However, such an assignment shall not relieve Lessor from its obligations to Lessee under this agreement and no such assignee shall be obligated to perform any duty, obligation, or covenant required to be performed by Lessor under this Lease.

**SECTION XIX
EQUIPMENT IS PERSONAL PROPERTY; OWNERSHIP**

The equipment is, and shall at all times remain, personal property notwithstanding that the equipment or any part of it may now be, or subsequently become, attached to real property. Ownership of the equipment is and remains with Lessor. Nothing contained in this Lease shall be construed as conveying to the Lessee any right, title, or interest in and to the equipment other than as a Lessee. All rights to claiming any or all tax attributes associated with the ownership of this equipment remain exclusively with the Lessor.

**SECTION XX
TIME IS OF THE ESSENCE**

Time is of the essence of this Lease and each and all provisions.

**SECTION XXI
BINDING EFFECT ON SUCCESSORS AND ASSIGNS**

This Lease shall inure to the benefit of and be binding upon the successors and assigns of the respective parties and the heirs, executors, and administrators of the Lessee, if an individual. Nothing in this Section shall impair any of the provisions prohibiting any assignment without the prior written consent of the Lessor.

**SECTION XXII
GENDER; NUMBER**

Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, or vice versa. If there is more than one Lessee named in this Lease, their liability shall be joint and several.

**SECTION XXIII
GOVERNING LAW; JURISDICTION OF COURTS**

This agreement shall be construed and interpreted in accordance with the laws of the State of Indiana. By executing this Lease, Lessee submits to the jurisdiction of the courts of the State of Indiana, Delaware County Court, for purposes of any action arising under this Lease.

**SECTION XXIV
ACCEPTANCE BY LESSOR**

This instrument shall not be binding on the Lessor until executed by an authorized officer of the Lessor and the supplier of the equipment has agreed to supply the equipment in accordance with Lessor's purchase order. However, Lessor reserves the right to waive any or all conditions relating to the equipment purchase order without impairing any of the conditions and covenants contained in this Lease agreement.

**SECTION XXV
FINANCING STATEMENTS**

INTENTIONALLY LEFT BLANK

**SECTION XXVI
FAILURE TO INSIST ON STRICT COMPLIANCE**

Lessor's failure to insist in any instance upon strict performance by Lessee of any provision in this Lease shall not be constructed as a permanent waiver of such provision or as a waiver of any other provision of this Lease.

**SECTION XXVII
SEVERABILITY**

If any provision of this Lease is held invalid or unenforceable, the remainder of this Lease will not be affected by it.

**SECTION XXVIII
ENTIRE AGREEMENT**

This Lease contains the complete and exclusive statement of the agreement between Lessor and Lessee relating to the lease of equipment and cannot be amended, altered, or changed except by a written instrument signed by the parties.

**SECTION XXIX
APPLICATION OF PROVISIONS; SPECIFIC OVER GENERAL**

If two or more provisions of this Lease apply to any situation arising under this Lease, the more specific shall apply, provided that such application carries out the purpose and intent of this Lease.

LESSEE'S CERTIFICATION

THE UNDERSIGNED LESSEE LEASES THE ABOVE-DESCRIBED EQUIPMENT FROM LESSOR, AND UPON ITS ACCEPTANCE BY LESSEE, LESSEE AGREES TO BE BOUND BY AND TO COMPLY FAITHFULLY WITH THE TERMS AND CONDITIONS STATED IN THIS LEASE, WHICH LESSEE HAS READ AND UNDERSTANDS FULLY

Executed by Lessee at Delaware County Emergency Communications Center, Muncie, IN. IN WITNESS WHEREOF the parties to this Lease have hereunto set their hands this _____ day of _____ Month, _____ Year.

LESSOR: Thomas Shelby and Company, Inc.

LESSOR WITNESS:

Sign Date

Sign Date

Print

Print

LESSEE:

LESSEE WITNESS:

Sign Date

Sign Date

Print

Print

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the “**Agreement**”) is entered into as of December 20 2024, (the “**Effective Date**”), by and between Delaware County, Indiana (the “**County**”) and Complete Title Services of Southern Indiana, LLC, d/b/a Absolute Title, LLC (the “**Service Provider**”).

RECITALS

WHEREAS, County has determined that it is necessary to obtain those certain services described hereinafter.

WHEREAS, Service Provider has the professional qualifications to perform such services for the County.

WHEREAS, County and Service Provider desire to enter into this Agreement to formalize the terms and conditions upon which Service Provider shall perform such services.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, County and Service Provider agree as follows:

1. Services. The County hereby engages Service Provider, as an independent contractor, to perform title searches on a certain number of tax parcels located in Delaware County, Indiana (the “**Services**”). Service Provider’s deliverables are limited to the production of standard title searches and shall not include title commitments. All services will be completed using prevailing professional title examination standards.
2. Time of Performance. Service Provider shall commence the Services upon the full execution of this Agreement and shall complete the Services shall be completed at the date agreed to by the Delaware County, Auditor. To facilitate timely delivery of the Services, the County agrees to promptly provide all information reasonably requested by Service Provider, which is necessary to commence the title searches, including, but not limited to, property addresses and tax parcel identification numbers.
3. Payment. The County shall pay Service Provider Two Hundred Fifty and 00/100 Dollars (\$250.00) for each title search conducted by Service Provider. Service Provider may invoice County on a monthly basis or in a lump sum invoice upon the completion of the Services. County shall pay Service Provider within fifteen (15) days of receiving an invoice.
4. Insurance. Service Provider shall maintain customary insurance coverages with respect to the performance of the Services.
5. Independent Contractor. This Agreement shall not render the Service Provider an employee, partner, agent of, or joint venture with the County for any purpose. The Service Provider is and will remain an independent contractor.
6. Notice. All notices required or desired to be given hereunder shall be in writing, and shall be deemed to have been delivered when: (a) delivered in person or (c) sent by nationally recognized overnight carrier; in any case addressed to the following:

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the Effective Date. The parties hereto agree that facsimile signatures shall be as effective as if originals.

THE COUNTY:

DELAWARE COUNTY, INDIANA

By: _____

Printed: _____

Title _____

SERVICE PROVIDER:

COMPLETE TITLE SERVICES OF SOUTHERN INDIANA, LLC

By: Shm & Sun Browning

Printed: Sunshine N. Browning

Title President, owner

ORDINANCE NO. 2024-033

AN ORDINANCE APPROVING AMENDMENT TO THE COUNTY PERSONNEL HANDBOOK

WHEREAS, the Board of Commissioners of Delaware County have adopted a County Personnel handbook for the conduct of employees in the workplace;

WHEREAS, the Delaware County Commissioners believe that the County Personnel Handbook should be amended from time to time;

WHEREAS, the County Human Resources Director has worked with the various departments and elected officials in the County to update the County Personnel Handbook.

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

1. The Delaware County Personnel Handbook shall be adopted in its entirety with the 2024 Amendments and Updates.
2. Effective upon adoption of this Ordinance, all employees, except the employees of Court System and Health Department, shall be governed by the County Personnel Handbook.
3. This Ordinance shall be effective upon passage.

ADOPTED: December 16, 2024

*BOARD OF COMMISSIONERS OF
DELAWARE COUNTY, INDIANA*

James King, President

Sherry Riggan, Vice President

Shannon Henry, Commissioner

Attest:

Edward Carroll, Auditor
Delaware County, Indiana

The County: 100 W. Main Street, Muncie, IN 47305
Service Provider: 4538 S. Scatterfield Road, Anderson, IN 46013

7. Governing Law. This Agreement shall: (a) bind, and inure to the benefit of, County and Service Provider and their respective successors and assigns; and (b) be governed by, and construed in accordance with, the laws of the State of Indiana. The parties agree that, in the event of a lawsuit on this Agreement: (a) they shall waive the right to a jury trial, if any; and (b) an appropriate court in Delaware County, Indiana shall be the venue for, and have jurisdiction over, the lawsuit.

8. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

9. Entire Understanding. This Agreement constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

10. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

[The signature page follows]



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

December 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. This report covers the period November 16, 2024 through December 15, 2024.

Respectfully submitted,

Eric D. Strauch

Eric Strauch, Inspector
Delaware County Weights & Measures

Enclosure



WEIGHTS AND MEASURES MONTHLY REPORT
State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219
Office: (317) 356-7078 * Fax: (317) 351-2877
www.in.gov

Inspector: Eric Strauch
Jurisdiction: Delaware
Date Start: November 16, 2024
Date End: December 15, 2024



INDIANA WEIGHTS & MEASURES
Equity in the Marketplace

INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	1			1
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	3			3
Hopper Scales				
Computing Scales	48			48
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	59	7		66
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	1323	23		1346
Firewood	243	23		266
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations				
GRAND TOTAL	1677	53		1730

COMMENTS (Explain Miscellaneous Tests and Activities)