



**Hancock County Commissioners Meeting**  
Commissioners Court, Hancock County Annex  
111 American Legion Place  
Greenfield, Indiana

**February 20<sup>th</sup>, 2026**  
**Meeting begins at 8:00 AM**

**HANCOCK COUNTY  
BOARD OF  
COMMISSIONERS**

4-YEAR TERMS:

**DISTRICT 3:**

Bill Spalding  
1/1/2025-12/31/2028

**DISTRICT 2:**

Gary McDaniel  
1/1/2023-12/31/2026

**DISTRICT 1:**

Jeannine Gray  
1/1/2025-12/31/2028

**Audio Video Message**

**Pledge of Allegiance**

**Approve minutes for 12/16/2025 and 1/6/2026**

Highway Update (Speed & Stop Sign Ordinance)

Gary Pool

Facility Update

Cory Taylor

Parks & Recreation Board/Consent of Property Owner

Miriam Rolles

Board of Finance

Jane Klemme

HCSS- Grant for new vehicle

Suzanne Derengowski

Health Department-POD MOU

Katlin Dennis

Indiana Dept of Veterans Affairs Update

Cambria Sparks

Goodin Rezone

Kayla Brooks

Ordinance

Kayla Brooks

Door Access/Rushe Outdoors-build out

John Jokantas

Solid Waste Vehicle/LETAC Policies360/Patrol Car

Sheriff Burkhart

*Public Comment: Open after all formal business has concluded*

**Commissioners' Action Items:**

- 1.) Approve Claims and Payroll
- 2.) Auditor Business
- 3.) Commissioners' Vehicles
- 4.) Prosecutor's Office- Furniture Invoice
- 5.) Board Appointments
- 6.) Amplify- Disbursement #19

View meeting videos at [https://www.youtube.com/playlist?list=PL8UKyFP9Zi9N\\_yfAX07i58h7yqGNfVOu5](https://www.youtube.com/playlist?list=PL8UKyFP9Zi9N_yfAX07i58h7yqGNfVOu5)

View meeting minutes at <https://www.hancockin.gov/AgendaCenter>

Accommodation requests related to a disability should be made 10 days prior to meeting.

Contact Hancock County Auditor Debra Carnes – [debra.carnes@hancockin.gov](mailto:debra.carnes@hancockin.gov)

**Hancock County Board of Commissioners  
Regularly Scheduled Meeting  
December 16<sup>th</sup>, 2025**

Commissioner President Spalding called to order the December 16<sup>th</sup>, 2025, Hancock County Commissioners Board meeting at 8:02 AM. Those present were Board of Commissioners, Bill Spalding, Gary McDaniel, Jeannine Gray, Auditor Debra Carnes, Executive Liaison Sara Hilderbrand, and County Attorney Scott Benkie.

Audio and video recording statement.

*President Spalding opened the meeting with the “Pledge of Allegiance”.*

Commissioner Gray motioned to approve meeting minutes for 12/1/2025 (Regular) and 12/9/2025 (Executive) as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

**Highway**

Commissioner Spalding recognized Paul Durham, Superintendent of the County Highway Department as he was awarded the 2025 Indiana Road Supervisor of the year.

**Highway- Annual Bids**

<b>Company Name</b>	<b>Cost</b>	
<b><u>Street Sweeper</u></b>		
Crossroads Street Sweeping	\$ 205.00	/mi
Precision Contractors	\$ 195.00	/mi
Aeromark LLC	\$ 515.00	/mi
<b><u>Joint and Crack Sealing</u></b>		
HSC Pavement Maintenance	\$141,020.64	
DC Construction Services	\$139,062.02	
EdCo	\$126,330.00	
Aeromark LLC	\$161,586.15	
Pavement Solutions	\$148,855.12	
Scodeller Construction Inc.	\$136,124.09	
<b><u>Pavement Markings</u></b>		
Indiana Traffic Services LLC	\$ 68,824.00	
Accurate Striping	\$ 36,143.76	
Oglesby Construction Inc.	\$ 49,783.88	
Gridlock	\$ 98,847.60	
Aeromark LLC	\$ 57,776.80	

<b><u>Fuels</u></b>		
Keystone Coop	\$ 2.32	Fixed
	\$ 2.16	Variable
	\$ 2.98	Fixed
	\$ 2.90	Variable
<b><u>Aggregates</u></b>		
New Point Stone	\$ 13.90	#53
	\$ 20.25	#11
US Aggregate	\$ 10.30	#53
	\$ 22.55	#11
<b><u>Pipe Materials</u></b>		
CivilCon	\$ 15.63	12 inch
<b><u>Equipment</u></b>		
Hoosier Pride Excavating	\$ 85.00	/hr Sml Dozer
BLC	\$ 160.00	/hr Lrg Dozer
Leonard	\$ 150.00	/hr Lrg Dozer
<b><u>Trees</u></b>	N/A	N/A
<b><u>Trucks</u></b>	N/A	N/A
<b><u>HMA</u></b>		
Valley Asphalt	\$ 62.25	Base
	\$ 67.25	Surface

Commissioner McDaniel motioned to accept the highway bids for review. Commissioner Gray seconded. **Motion carried 3-0.**

*Scott Benkie arrived at 8:09 AM.*

#### **Prosecutor's Office Renovation**

Commissioner Spalding motioned to allow the Auditor's Office to transfer the funds from utilities to Fund 1001.31200 for the change orders at Prosecutor's Office in the amount NTE \$17,791.17 and \$20,874 as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

#### **Amplify**

Commissioner Spalding motioned to give a favorable recommendation to the Redevelopment Commission for the FF&E on Amplify in the amount NTE \$1.5 million to be paid out of Fund 4616. Commissioner Gray seconded. **Motion carried 3-0.**

### **Highway Cont.**

Gary Pool presented the following updates:

- Awarded \$176,000 in CCMG
- 600W Roundabout landscape
- Dash cams and GPS
- INDOT's Dept Bill
- Salt update

Commissioner McDaniel motioned to approve a payment from Cumulative Bridge in the amount NTE \$1,000 for Bridge 71's hydraulics. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve \$25,000 for the bridge over sugar creek (old Pennsy bridge) as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner Gray motion to surplus a 2000 Volvo Tandem Distributor VIN#0990 and a 2005 Caterpillar 2 Paver Serial# AYP00241 as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

### **Facility**

Commissioner McDaniel motion to approve contract between Hancock County and Feeny, Inc for winter help during the 2025-2026 snow season for the rates of \$100/hr. per person for shovel/salting, \$130/hr. per plow truck, and \$150/hr. per salt truck. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve the quote from Electrical Solutions Service, LLC for the Highway Dept. garage in the amount NTE \$5,747.18 to be paid for out of the 2026 Facility Management Budget. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve the quote from Electrical Solutions Service, LLC for the Quonset Hut (601 W. Osage) in the amount NTE \$7,968.66 to be paid for out of 2026 Facility Management Budget. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to approve the quote from PDF Mechanical, LLC for the annex basement sump pump piping in the amount NTE \$14,354.91 to be paid for out of the 2025 GO Bond. Commissioner Gray seconded. **Motion carried 3-0.**

Cory Taylor would like to designate the southeast corner of the Courthouse Annex parking lot as county parking with signage. The Board of Commissioners gave their okay.

The Board of Commissioners also gave Cory the okay to continue with Service Masters for the Courthouse Annex basement clean up.

### **Auditor's Business**

Commissioner McDaniel motioned to pay Buckeye Construction the final payment for the courthouse masonry repair in the amount NTE \$122,038.89 to be paid for out of the 2023 GO Bond. Commissioner Gray seconded. **Motion carried 3-0.**

## IT

Commissioner Gray motioned to approve the quote from SHI International Corp. for Cisco ISE Deployment in the amount NTE \$34,320 to be paid for out of Food & Beverage. Commissioner McDaniel seconded. **Motion carried 3-0.**

### Prange Farm Minor Subdivision

Commissioner Gray motioned to approve the 50ft half right-of way for Prange Farm Minor Subdivision as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

### Rezone- Goodin Ground Maintenance, INC

Commissioner Spalding motioned to continue this rezone to the January 20<sup>th</sup>, 2026. Commissioner McDaniel seconded. **Motion carried 3-0.**

### Planning

Commissioner McDaniel motioned to allow the auditor to reimburse Mike Long with the Hancock County Planning Commission for the training he completed in the amount NTE \$200 to be paid for out of the Commissioners' Training line. Commissioner Gray seconded. **Motion carried 3-0.**

*Board of Commissioners recessed at 9:20 AM.  
Board of Commissioners reconvened at 9:35 AM.*

### Highway Cont.

Commissioner Gray motioned to accept the bid from Precision Contracts for street sweeping in the amount NTE \$195/mi. as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from EDCO (Evans Development Co, Inc) for joint and crack sealing in the amount NTE \$126,330 as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from Accurate Striping for pavement markings in the amount NTE \$36,143.76 as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from Country Mark (Keystone Cooperative) for fuel in the amount NTE \$2.32/gal. (gasoline), \$2.98/gal. (diesel) as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from US Aggregates for #53 stone at \$10.30/ton as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from Civilcon, Inc. for 12 in. pipe in the amount NTE \$15.63/pipe as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from Hoosier Prode Excavating, Inc. for small dozer rental at \$85/hr. as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from Leonard Excavating, Inc. for heavy equipment rental at \$83/hr. as presented. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to accept the bid from Valley Asphalt for material and labor at \$62.25/base and \$67.25/surface as presented. Commissioner Gray seconded. **Motion carried 3-0.**

A discussion was had concerning permit fee changes.

#### **Opioid Funds**

TK House and the Greenfield Church of God presented their need for opioid funds.

Commissioner McDaniel motioned the Board of Commissioners are not in agreement with the recommendations from Council and instead recommend giving \$500,000 to Greenfield Church of God and \$100,000 to TK House. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Rezone- i3 Investors**

Commissioner Gray motioned to rezone the i3 Investors property from Industrial Business Park back to Agricultural in Buck Creek Township. Commissioner McDaniel seconded. **Motion carried 3-0.**

#### **Commissioners' Business**

Commissioner McDaniel motioned to approve claims and payroll as presented. Commissioner Gray seconded. **Motion carried 3-0.**

#### **IT**

Board of Commissioners gave IT Director, Bernie Harris permission to run a temporary cable at the Prosecutor's Office allowing staff to operate efficiently until the permanent solution is installed by the contractor.

#### **County Farm RFP**

Commissioner McDaniel motioned to readvertise the County Farm RFP. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Commissioners' Business Cont.**

Commissioner McDaniel motioned to cancel the December 30<sup>th</sup>, 2025, Board of Commissioners meeting and move all business to the January 6<sup>th</sup>, 2026, Board of Commissioners meeting. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Sheriff**

Commissioner McDaniel motioned to approve the janitorial services contract with InCon Cleaning for the Hancock County Sheriff's Department. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner Gray motioned to approve the Sheriff to surplus a 2019 Tahoe VIN#3412 and to allow Greenfield School Corporation to purchase. Commissioner McDaniel seconded. **Motion carried 3-0.**

#### **Solid Waste**

Commissioner McDaniel motioned to approve the contract with the Solid Waste Director/Educator as an independent/contractual contractor contingent on changes by county attorney concerning the tracking of hours. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Amplify**

Commissioner McDaniel motioned to approve change order #5 from Meyer Najem in the amount NTE \$93,971.07 as presented. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Duke Energy**

Commissioner McDaniel motioned to grant easement access to Duke Energy on parcel #30-06-20-200-001.000-006. Commissioner Jeannine seconded. **Motion carried 3-0.**

#### **Amplify Cont.**

Commissioner McDaniel motioned to approve disbursement #17 in the amount NTE \$18,640.80 as presented. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Human Resources**

Commissioner McDaniel motioned to approve the consulting agreement between Hancock County Government and Woodlinn Enterprises/ Kim Woodward for interim HR services effective 12/16/2025 in the amount NTE \$100/hr. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to enter the amended interlocal animal control agreement with the City of Greenfield in the amount of \$465,000 for 2026 and \$488,250 for 2027. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Resolution 2025-12-1**

Commissioner Gray motioned to adopt Resolution 2025-12-1 as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

#### **i3 Investors Cont.**

Bill Spalding received a text from Matt Dickerson with i3 stating he has been traveling and missed the email invite to the meeting and will be in touch.

#### **Public Comment**

Scott Williams, Hancock County Head Building Inspector requested some guidance on the demolition of the Sell Property as concrete foundation was left at the site. Scott Benkie advised the demolition company is in violation of the agreement that was signed with Hancock County. Hancock County Attorney, Scott Benkie gave the okay for Scott Williams to contact the demolition company for resolve.

#### **Bonds**

Commissioner Gray motioned to accept a performance bond from R&F Development Inc. in the amount NTE \$44,000 on Rockfield Estates, Sec. 1- asphalt resurface. Commissioner McDaniel seconded. **Motion carried 3-0.**



**Hancock County Board of Commissioners**  
**Regularly Scheduled Meeting**  
**January 6<sup>th</sup>, 2026**

Commissioner President Spalding called to order the January 6<sup>th</sup>, 2026, Hancock County Commissioners Board meeting at 8:04 AM. Those present were Board of Commissioners, Bill Spalding, Gary McDaniel, Jeannine Gray, Auditor Debra Carnes, Executive Liaison Sara Hilderbrand, and County Attorney Scott Benkie.

Audio and video recording statement.

*President Spalding opened the meeting with the “Pledge of Allegiance”.*

Commissioner McDaniel motioned to approve meeting minutes for 12/12/2025 (Executive) as presented. Commissioner Gray seconded. **Motion carried 3-0.**

**Board Appointments**

Commissioner Spalding motioned to elect Commissioner McDaniel as President of the Board of Commissioners for 2026. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner McDaniel motioned to elect Commissioner Gray as Vice-President of the Board of Commissioners for 2026. Commissioner Spalding seconded. **Motion carried 3-0.**

*Board of Commissioners recessed at 8:08 AM.*

*Drainage Board called to order at 8:09 AM.*

*Drainage Board adjourned at 8:54 AM.*

*Board of Commissioners reconvened at 9:03 AM.*

**Highway**

Commissioner Gray motioned to appoint Gary Pool and Ann Sheidler to the IMPO Tech and Policy Committee for 2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Gary Pool presented the following updates:

- Going to Council to increase 4616,40050 to \$1.5M for Amplify furniture
- Bridges on 300S and 400S closures this winter- 150-day closures
- Rough December- watching salt use
- January 20<sup>th</sup>, 2026- CCMG 2026 Micro surface bids will be received

**Sheriff**

Sheriff Burkhart presented a proposal for the addition of five full-time court security officers and the promotion of a court security sergeant. A discussion was had.

Commissioner Gray motioned to give a favorable recommendation to council for the addition of five full-time security officers and the promotion of a court security sergeant. Commissioner Spalding seconded. **Motion carried 3-0.**

**Parks & Recreation**

Commissioner Gray motioned to approve Miriam Rolles to attend Indiana University’s Executive Development Program on April 19<sup>th</sup>, 2026, through April 22<sup>nd</sup>, 2026, in the amount NTE \$700 to be paid for out of the Commissioners Training line. Commissioner Spalding seconded. **Motion carried 3-0.**

**Hancock Regional Hospital Board**

Commissioner Gray motioned to reappoint Maria Bond and Dr. Dean Felker to the Hancock Regional Hospital Board with a 4-year term ending December 31<sup>st</sup>, 2029. Commissioner Spalding seconded. **Motion carried 3-0.**

**Historical Society**

Commissioner Gray motioned to approve and sign gift agreement for the artifacts found at the Memorial Building which includes several framed pictures, artwork, and China plates. Commissioner Spalding seconded. **Motion carried 3-0.**

**Amplify**

Lance Snedeker presented the following updates:

<b>Sitework</b>		
<u>Completed</u>	<u>Underway</u>	<u>To be installed</u>
Asphalt base-parking lot and drives		
Light Pole bases are poured		
<b>Building</b>		
<u>Completed</u>	<u>Underway</u>	<u>To be installed</u>
Main Curtainwall glass installed	Drywall	
Boilers installed	Painting	
Low voltage and data cabling is pulled	Ceiling Grid install	
	Ceiling Lights in East section	
<b>Budget &amp; Schedule</b>		
<u>Total Construction:</u>		
<u>GMP = \$42,326,040</u>	Billed 87% and on budget	
<u>Schedule:</u>		
Construction began October 2024		
Occupancy scheduled for June 2026		

Commissioner Gray motioned to approve the proposal from COE (Commercial Office Environments) for loose furniture for the Amplify Project in the amount NTE \$672,053.12. Commissioner Spalding seconded. **Motion carried 3-0.**

**Commissioners’ Business**

Commissioner Gray motioned to approve claims and payroll as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

#### **Amplify**

Commissioner McDaniel motioned to approve disbursement #18 in the amount NTE \$1,861,676.37 as presented. Commissioner Gray seconded. **Motion carried 3-0.**

#### **Board Appointments**

Commissioner Gray motioned to reappoint Jan Jarson to the Advisory Board of Citizens Energy Group for a 1-year term ending 12/31/2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Bob Chandler to the Alcoholic Beverage Commission for a 1-year term ending 12/31/2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Michael Long to the Area Planning Commission for a 4-year term ending 12/31/2029. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Spalding motioned to reappoint Jeannine Gray to the Area Planning Commission for a 4-year term ending 12/31/2029. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner Spalding motioned to reappoint Lacey Willard to the Board of Zoning Appeals (BZA) for a 4-year term ending 1/1/2030. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner Spalding motioned to reappoint Jeannine Gray to the Central Indiana Regional Workforce Board for a 1-year term ending 12/31/2026. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner Spalding motioned to reappoint Jeannine Gray to the Economic Development Commission (Hancock County) for a 1-year term ending 12/31/2026. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Bill Spalding to the Economic Development Council (Hancock County) for a 1-year term ending 12/31/2026. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Bill Spalding to the 911 Emergency Operations Center Management Board (Hancock County) for a 1-year term ending 12/31/2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Dee Carmichael and Kathy Hall to the Property Tax Assessment Board of Appeals (PTABOA) for a 1-year term ending 12/31/2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Mary Zurbuch, Tom Strayer, David Hawkins, and Chad Gray to the Redevelopment Commission for a 1-year term ending 12/31/2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Spalding motioned to reappoint Jeannine Gray to the Employee Benefits Panel for a 1-year term ending 12/31/2026. Commissioner Gray seconded. **Motion carried 3-0.**

*Board of Commissioners recessed at 9:56 AM.  
Solid Waste called to order at 10:01 AM.  
Solid Waste adjourned at 10:35 AM.  
Board of Commissioners reconvened at 10:35 AM.*

**Prosecutor's Office**

Commissioner Gray motioned to pay the invoice from Nelson Alarm for door access at the Prosecutor's Office in the amount NTE \$35,593 to be paid for out of the 911 Bond (2022A GO Bond). Commissioner Spalding seconded. **Motion carried 3-0.**

**Purdue Extension Office**

Commissioner Gray motioned to accept the agreement from Nelson Alarm for door access at the Purdue Extension in the amount NTE \$4,655 to be paid for out of the 911 Bond (2022A GO Bond). Commissioner Spalding seconded. **Motion carried 3-0.**

**Public Comment**

Bernie Harris, IT Director would like the okay to give all township trustees in Hancock County a Hancock County email address. The Board of Commissioners gave the okay to give the township trustees a Hancock County email address.

Commissioner Gray motioned to adjourn until the next regularly scheduled meeting. Commissioner Spalding seconded. **Motion carried 3-0.**

**The Hancock County Board of Commissioners meeting adjourned at 10:49 AM.**

\_\_\_\_\_  
Commissioner Bill Spalding, President

\_\_\_\_\_  
Commissioner Gary McDaniel, Vice-President

\_\_\_\_\_  
Commissioner Jeannine Gray

Attest: \_\_\_\_\_  
Debra Carnes, Hancock County Auditor

ORDINANCE 2026- \_\_\_\_\_

AMENDING HANCOCK COUNTY CODE OF ORDINANCES TITLE XV, CHAPTER 153.03  
PERMIT FORMS AND DOCUMENTS

The following forms and instructions for completing them can be obtained from the County Highway Department.

Providing complete and accurate information on these forms is essential to expedite the permit processing.

(A) Driveway Permit Application:

This document serves as both the application and the permit upon approval. It must be signed by the fee simple title owner.

(B) Performance Bond:

Required to ensure completion of work as per permit conditions. Must be approved by the Highway Department and notarized.

(C) Fee and Bond Schedule:

Driveway Approaches:

<b>Activity</b>	<b>Fee (Updated)</b>	<b>Bond (Updated)</b>	<b>Drive Class</b>
Residential Driveway	\$100	-	Class I
Temporary Drive	\$100	-	Class I
Entrance (off frontage road)	\$100	-	Class I
Sidewalks	\$100	\$3,000	Class V
Minor Commercial Drive	\$200	\$5,000	Class III
Major Commercial Drive	\$200	\$5,000	Class IV
Field Approach	\$100	\$1,000	Class V

Other Activities:

Activity	Application Fee	Minimum Bond
Utility work	\$100	\$25,000
Open cut (non-utility)	\$100	\$1,000
Boring/push under county road	\$200	\$1,000
Overweight/oversize vehicle	\$200	\$1,000
House moving	\$400	\$30,000

(D) Cash may be posted in lieu of a bond.

(E) Public utilities may post a yearly bond as determined by the County Engineer.

(F) Permits expire one year from the date of approval.

(G) Applicants must contact the County Highway Department to initiate the permit process.

(H) Preliminary discussions with the department are encouraged to determine permit classification and applicable procedures.

(Ord. 1999-6E, passed 6-28-99)

ADOPTED THIS 20<sup>th</sup> DAY OF JANUARY 2026

BOARD OF COMMISSIONERS OF  
HANCOCK COUNTY, INDIANA

\_\_\_\_\_  
Gary McDaniel

\_\_\_\_\_  
Jeannine Gray

\_\_\_\_\_  
Bill Spalding

ATTEST:

\_\_\_\_\_  
Debra Carnes, Hancock County Auditor



## Appearance Request and Tracking

### Request to Appear

- Governing Body: \_\_\_\_\_
- Action Request: \_\_\_\_\_
- Amount Requested (if applicable): \$ \_\_\_\_\_

### Appearance Information

- Public Meeting Date Requested: \_\_\_\_\_
- Agenda Item: \_\_\_\_\_
- Purpose of Appearance: \_\_\_\_\_
- Project / Time Needed: \_\_\_\_\_
- Document(s) to Sign:  Yes  No
- Handouts:  Yes  No
- Slideshow:  Yes  No

### Action Taken

- Approved
- Favorable Motion
- Tabled
- Denied

### Funding Details

- Fund Name: \_\_\_\_\_
- Fund Number: \_\_\_\_\_
- Is an appropriation of funds required?  Yes  No

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

### Next Steps / Follow-Up

- Return to Governing Body required?  Yes  No
- If yes, anticipated date: \_\_\_\_\_

Received a copy of signed Document

Received a copy of signed minutes

Third Amended Ordinance: Number - \_\_\_\_\_

AN ORDINANCE ESTABLISHING A PARKS AND RECREATION BOARD AND  
REPEALING ALL ORDINANCES IN CONFLICT THEREWITH. BE IT ORDAINED BY  
THE BOARD OF COMMISSIONERS OF HANCOCK COUNTY, INDIANA.

**Section I**

Under the provisions of I.C. 36-10-3-3 and I.C. 36-10-3-3.1(d)(2) there is hereby created by the Hancock County Board of Commissioners a County Parks and Recreation Board (“the Board”).

The Hancock County Parks and Recreation Board shall be composed of:

1. Two (2) members appointed by the County Commissioners.
2. Two (2) members appointed by the County Council.
3. Two (2) members appointed by the Judge of the Circuit Court.
4. One (1) member appointed by an elected county official.

**Section II**

Under the provision of I.C. 36-10-3-4.2 the county board shall be appointed as follows:

- (1) The county executive shall appoint two (2) members. The members must be affiliated with different political parties.
- (2) The county fiscal body shall appoint two (2) members. The members must be affiliated with different political parties.
- (3) The Judge of the Circuit Court shall appoint two (2) members. The members must be affiliated with different political parties.

(a) The creating ordinance may provide for one (1) other elected county official to appoint one (1) member to the county board that is in addition to the members provided. However, the elected county official may not appoint a member of the county fiscal body or the county executive to serve on the board as provided in subsection (e).

(b) The creating ordinance may also provide for:

1. the county cooperative extension coordinator
2. the county extension educator; or
3. a member selected by the board of supervisors of a soil and water conservation district to serve as an ex officio member of the county board in addition to the members provided.

(c) The creating ordinance described in this section may **not** permit:

- (1) the appointment of an additional member to the county board by either the county executive or the county fiscal body; or
- (2) the delegation of an additional appointment to the county board by either the county executive or the county fiscal body by an additional member who serves.

(d) All members:

- (1) appointed under this section constitute the county board; and
- (2) have the same rights, including the right to vote.

A vacancy in the seat of a member shall be filled by the appointing authority.

(e) A municipal executive, a member of a county fiscal body, a member of the county executive, or a member of the municipal fiscal body may **not** serve on a board.

### **Section III**

Under the provisions of I.C. 36-10-3-5, upon re-establishment of the Board:

The initial terms shall be deemed to have begun on July 7, 2024, regardless of the actual date on which the appointments are made.

(a) The terms of its members and initial appointments to the county board shall be as follows:

1. The two (2) appointments by the County Commissioners shall each be for a two (2) year term, respectively.
2. The two (2) appointments by the County Council shall be for two (2) and four (4) year terms, respectively.
3. The two (2) appointments by the Circuit Court Judge shall be for a one (1) and three (3) year terms, respectively.
4. The appointment by the elected county official shall be for a one (1) year term.

As a term expires, each new appointment shall be for a four (4) year term. All terms shall expire on the first Monday in January, but a member shall continue in office until the member's successor is appointed.

(b) An appointing authority shall make initial appointments within ninety (90) days after the creation of the Board.

(c) If an appointment for any new term is not made by the first Monday in April, the incumbent shall serve another term.

(d) In making initial appointments under subsection 3 (a), an appointing authority, in order to provide continuity of experience and programs, shall give special consideration to the appointment of members from previous park or recreation boards.

(e) If a vacancy on the Board occurs, the appointing authority shall appoint a person to serve for the remainder of the unexpired term.

#### **Section IV**

Under the provision of I.C. 36-10-3-8:

(a) All meetings of the board are open to the public. The board shall fix the time and place of its regular meetings, but it shall meet at least quarterly.

(b) Special meetings of the board may be called by the president or by any two (2) members by written request to the secretary. The secretary shall send to each member, at least two (2) days before a special meeting, written notice fixing the time, place, and purpose of the meeting.

Written notice is **not required** if the time was fixed at a regular meeting or if all members are present.

(c) At its first regular meeting each year the board shall elect a president and vice president. The vice president may act as president during the absence or disability of the president. The board may select a secretary either from within or outside its membership.

(d) A majority of the members constitutes a quorum. The board's actions are not official unless authorized by at least five (5) members present and acting.

#### **Section V**

The Board shall have the power to perform all acts necessary to acquire and develop sites and facilities and to conduct such programs as are generally understood to be park and recreation functions. In addition, the Board shall have all powers and duties delineated in I.C. 36-10-3-11.

#### **Section VI**

The Board shall prepare and submit an annual budget in the same manner as other boards of county government as prescribed by the State Board of Accounts. The Board may accept gifts, donations, and subsidies for park and recreation purposes. I.C. 36-10-3.

#### **Section VII**

All other ordinances, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed. I.C. 36-10-3-3.

#### **Section VIII**

This ordinance shall be in full force and effect from and after its passage and approval, according to the laws of the State of Indiana. I.C. 36-10-3.

Passed by the Board of Commissioners of Hancock County, Indiana, this 20<sup>th</sup> day of January  
**2026.**

X

Bill Spalding  
Commissioner President

X

Gary McDaniel  
Commissioner Vice President

X

Jeannine Gray  
Commissioner

Attest:

X

Debra Carnes  
Auditor of Hancock County, Indiana.

Prepared by:

CONSENT OF PROPERTY OWNER(S)

Comes now Hancock County Government, by and through its Board of Commissioners, as owner in fee simple of the real estate described herein.

The subject property is more particularly described as: **part of** the East half of the Southeast Quarter of Sections 4-15-6 and 3-15-6, containing approximately 41 acres, more or less, in Hancock County, Indiana. A full and complete legal description is attached hereto and incorporated by reference as **Exhibit "A."**

The subject property is identified under Parent Tax Identification Number **30-10-04-800-038.000-012**, currently described as containing **53.755 acres**.

By the signatures below, Hancock County Government, by its Board of Commissioners, hereby consents to the granting of the pending petition to rezone the subject property from **Agricultural** to **Institutional**, and is currently pending before the Hancock County Area Plan Commission.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_ .

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Commission Expires

Residing in \_\_\_\_\_ County

**MASS PROPHYLAXIS PLACE OF DISPENSING (POD)  
MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN MT. VERNON COMMUNITY SCHOOLS AND  
HANCOCK COUNTY HEALTH DEPARTMENT**

This Memorandum of Understanding is made and entered into by and between the Hancock County Health Department (HCHD), by and through Hancock County Board of Commissioners and its successors and assigns and the Mt. Vernon Community Schools (hereinafter School), located at 8112 N 200 W, Fortville, IN 46040 as a Mass Prophylaxis Place of Dispensing (POD) site for HCHD.

**WHEREAS** Indiana Code 10-14-3-7 declares it the policy of the state to authorize and provide coordination of activities relating to disaster prevention, preparedness, response, and recovery.

**WHEREAS** Indiana Code 10-14-3-11 states the governor may use the services and facilities of existing officers, agencies of the state, and of political subdivision and officer and agencies of the state and of political subdivisions shall cooperate with and extend services and facilities to the governor as the governor may request.

**WHEREAS** the parties recognize the vulnerability of the people and community located within Hancock County to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment, manpower, and facility requirements beyond the capacity of the County.

**WHEREAS** a POD is a site where prophylaxis is provided to a large number of citizens within a short time period, in response to an emergency that involves an actual or imminent infectious disease threat.

**WHEREAS** after meeting its responsibilities to pupils/staff/community, the school shall permit HCHD to use the physical facilities and equipment within four (4) hours of request by HCHD and for the period being requested.

**ARTICLE 1 – TERM**

**Section 1.1.** This MOU will commence upon execution of Agreement and continue for an initial period of five (5) years unless terminated earlier as provided herein. Thereafter, the MOU will renew automatically for additional five-year terms, unless terminated earlier as provided in this MOU.

**Section 1.2.** Either party may elect not to renew this MOU by giving notice to the other party at least sixty (60) days prior to the next anniversary date of this MOU, in which case this MOU will terminate effective as of that anniversary date. The term “anniversary date” will be five years after the date of execution and subsequent five-year anniversary dates thereafter.

## ARTICLE 2 - SCOPE OF PROJECT

### **Section 2.1 SERVICES PROVIDED BY THE SCHOOL**

- 2.1.1 Provide HCHD's identified agents and employees with access to the following (if available):
  - 2.1.1.1 Office equipment, including telephones, copy machines, computers, fax machines, internet access at the facilities designated by the School District for HCHD use:
  - 2.1.1.2 Tables, chairs, desks, wheelchairs
  - 2.1.1.3 Traffic cones, stanchions
  - 2.1.1.4 Refrigerators
  - 2.1.1.5 All non-essential building space (i.e. break areas, storage, etc.)
  - 2.1.1.6 Parking areas
  - 2.1.1.7 The use of utilities
  - 2.1.1.8 The use of the reverse 911 system (if available)
  - 2.1.1.9 Other equipment/supplies necessary for operation of the POD.
- 2.1.2 Shall not be required to, and shall not be liable for any failure to, acquire an emergency generator for the continuity of services in the event of power loss at the Facility.
- 2.1.3 Allow storage to pre-position POD items; it is understood by both parties that these items are only to be used by HCHD.
- 2.1.4 Designate a primary contact, five points of contact for each facility identified by HCHD as necessary to HCHD's response to a triggering disaster. The School District will provide HCHD with a primary and four secondary points of contact are as follows:
  - 2.1.4.1 An administrative point of contact, who will serve as the primary point of contact. This person should have the authority make essential decisions for the School District.
  - 2.1.4.2 A Facilities point of contact, who will work with HCHD personnel to moving tables, chairs, and other equipment.
  - 2.1.4.3 A Security point of contact, who will work with HCHD and local law enforcement in making security plans.
  - 2.1.4.4 A Transportation point of contact, who will coordinate with the HCHD any transportation assets as needed.
  - 2.1.4.5 A Telecommunication and IT contact, who will coordinate the use of equipment such as computers, telephones, and fax machines.
- 2.1.5 Allow facilities to be visited by HCHD representatives and law enforcement for the development and maintenance of a site plan.
- 2.1.6 Allow facilities to be listed in a confidential annex to the local plan for the purpose of distributing the Strategic National Stockpile (SNS).
- 2.1.7 Require essential volunteers to participate in training provided by the HCHD and compensate its hourly employees who participate in training agreed upon by HCHD and School.
  - 2.1.7.1 School will allow its transportation assets, specifically school buses and drivers, as well as transportation management personnel to be used to transport the public from designated pickup points to the facilities and back.

- 2.1.7.2 School will allow its cafeteria to be used for meal preparation and will actively seek their cafeteria workers to volunteer during the emergency in the preparation of these meals.
- 2.1.7.3 School will actively seek and provide security personnel during the emergency to secure its facilities during a disaster.

**2.2 HCHD agrees to do the following:**

- 2.2.1 Provide a corresponding HCHD point of contact person to answer questions that school officials may have about these arrangements.
- 2.2.2 Contact the Superintendent or his/her designee to request the use of the facilities.
- 2.2.3 Exercise reasonable care in the conduct of its activities in School facilities and further agrees to replace or reimburse School for any foods or supplies used by HCHD in the conduct of its activities in these facilities.
- 2.2.4 Assure that any post-event cleanup that may be needed is performed.
- 2.2.5 Provide training for all volunteers who will perform services under the supervision of the HCHD.
- 2.2.6 Provide prophylactic medicines to the volunteers and their household members first if available if allowed by the Center for Disease Control and Prevention.
- 2.2.7 HCHD will pre-position items as needed at School facility:
  - 2.2.7.1 These items will be solely for the use of HCHD and are not intended to be used for any other purposes.

### **ARTICLE 3 - REIMBURSEMENT**

**Section 3.1.** School will receive reimbursement for expenses incurred and accurately documented to HCHD if, and when funds are available through a federal or state declaration of emergency, such as but not limited to, the Stafford Act. The declaration of emergency will allow federal and state governments to reimburse governmental entities such as school districts for direct costs in support of emergency operation, shelter, and food. HCHD will closely monitor the reimbursement process to ensure School has been appropriately reimbursed for the financial obligation in support of the HCHD's emergency operations.

### **ARTICLE 4 - GOVERNING LAW**

**Section 4.1.** The MOU shall be governed by and subject to the laws of the State of Indiana

### **ARTICLE 5 – ADDITIONAL TERMS**

**Section 5.1.** Each party covenants to indemnify the other party and agents, servants and employees of the other harmless from and against any and all liability, damages, expenses, fees including reasonable attorney's fees, penalties, actions, causes of actions, suits, costs, claims of judgment arising from injury occurring during the term of this agreement to persons or property occasioned wholly by any negligent act or acts, omission, or omission of either party, its agents, servants, providers or employees. Neither party will be liable to the other for any consequential,

incidental, indirect, punitive or special damages in connection with the performance of the Services or otherwise under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if the first party is advised of the likelihood of such damages.

**Section 5.2.** If any term of this MOU are, for any reason, held to be invalid, enforceable, or contrary to any public policy, law, statute, and/or ordinance, then the remainder of this MOU shall not be affected by such determination and shall remain valid and fully enforceable.

**Section 5.3.** This MOU is the final, complete and exclusive agreement concerning their subject matter, superseding any prior or contemporaneous written or oral agreements. There are no other representations, warranties, agreements or undertakings, written or oral, between or among the parties to this MOU that are not fully expressed in this writing. This Memorandum may be amended only in writing by mutual agreement of the parties.

## **ARTICLE 6 - HIPAA COMPLIANCE**

**Section 6.1.** While performing under this Agreement, both parties may be exposed to or acquire confidential client and/or patient information of the other including, but not limited to, information, data, reports, records, summaries, tables, and studies, whether written or oral and whether fixed in hard copy or contained in any computer database or computer readable form. Both parties may also be exposed to individually identifiable health information ("IIHI") and protected health information ("PHI"), in either paper or electronic form, as both are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR §160.101 et seq. Both parties agree to abide by all HIPAA requirements including each and every obligation imposed upon business associates under the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (the HITECH Act) and each of those obligations is incorporated by reference into this Agreement.

**Section 6.2.** While performing under this Agreement, both parties, including its employees, agents, and representatives agree to (a) not disclose to any third party the confidential information of the other except as otherwise permitted by this Agreement; (b) permit use of such confidential information only by employees, agents, and representatives having a need to know as delineated and addressed in HIPAA and only in connection with performance under this Agreement; and (c) advise each of its employees, agents, and representatives of his or her obligation to keep such confidential information confidential.

**Section 6.3.** The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), in all activities related to the agreement.

**ARTICLE 7- NOTICE**

**Section 7.1.** With exception of notice of termination, which must be made by certified mail, any written notice called for in the Contract may be given by personal delivery, first class mail, or overnight delivery service. The address of each party is set forth below:

**IN WITNESS WHEREOF** the parties have executed this MOU on the respective dates set forth below, it being understood and agreed that, for all purposes hereof, the term "date hereof" shall be deemed and construed to mean and refer to the later of such dates.

The parties here do mutually desire to reach an understanding that will result in making the school facility, Mt. Vernon Community Schools, located at 8112 N 200 W, Fortville, IN 46040 available to the Hancock County Health Department for the aforesaid use.

**Hancock County Board of Commissioners**

**Hancock County Health Department**

\_\_\_\_\_  
Chairman

Crystal A Baker  
Director

\_\_\_\_\_  
Member

[Signature]  
Hancock County Health Officer

\_\_\_\_\_  
Member

**Mt. Vernon Community Schools**

*Attest:*

DEREK Shelton  
**Print Name**

\_\_\_\_\_  
*County Auditor*

[Signature]  
**Signature**

\_\_\_\_\_  
*Date*

DIRECTOR OF OPERATIONS  
**Title**



# POD Overview

## What is a POD

A Point of Dispensing site is a mass dispensing site that provides Medical Counter Measures (MCM) such as medication or vaccination to the public during a public health emergency. The main operational activities happening in a POD is Registration, Form Review, and Dispensing. A POD is staffed by medical and non-medical personnel.

*Where healthy individuals come in to receive medication or vaccination. The main target being the exposed population.*

## Four Main Operation Activities

- 1) Intake
- 2) Screening
- 3) Dispensing
- 4) Exit

## Goals of a POD

- Prevent illness
- Decrease the number of individuals who may get ill
- Decrease the number of individuals who are sick
- Provide information to the public about the threat and treatment being dispensed
- Provide medication/vaccination to exposed populations in a quicker time period

## What is NOT a POD

A POD site is **NOT** an emergency room, urgent care, trauma center, doctors' office, a shelter, or a consultation service.

*Not for treating sick individuals*

## POD Activation

Really depends on what is going on. Some questions I would ask first are:

- What is the illness? What is the cause of the illness?
- What are the possible treatment options?
- Is mass dispensing appropriate for the event?
  - Is this affecting a large proportion of people?
  - Will this overwhelm the first responders / hospital / doctors?

## Examples

COVID is a good example of PODs with COVID Clinics offering Shot and Tests. Anthrax attacks giving out medication to the population. Nuclear Power Plant having a release of radiation and as a precaution the county distributes medication to the population.

**ORDINANCE NO. 2026-\_\_\_**

AMENDING HANCOCK COUNTY ZONING ORDINANCE NO. 2007-1B

AMENDING TITLE XV, CHAPTER 156. ZONING  
OF THE HANCOCK COUNTY CODE OF ORDINANCES

SECTION I

Title XV, Chapter 156 of the Hancock County Code, is amended as follows: The Zoning Map referenced in Section 156.020 for Buck Creek Township is hereby amended by zoning the subject area from Industrial: Business Park (IBP) to Agriculture (A).

The subject area is described herein as Exhibit A and Exhibit B.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2026.

BOARD OF COMMISSIONERS OF  
HANCOCK COUNTY, INDIANA

\_\_\_\_\_  
Gary McDaniel

\_\_\_\_\_  
Bill Spalding

\_\_\_\_\_  
Jeannine Gray

ATTEST:

\_\_\_\_\_  
Debra Carnes, Hancock County Auditor

This instrument was prepared by Rhonda Cook, BRAND & MORELOCK, 6 West South Street, Greenfield, IN 46140.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Rhonda Cook

## **EXHIBIT A**

### **Legal Description of the Real Estate**

#### **SURVEY DESCRIPTION**

The Southwest Quarter of the Northwest Quarter of Section 20, Township 16 North, Range 6 East of the Second Principal Meridian in Hancock County, Indiana, being that 40.832 acre tract of land shown on the plat of an original ALTA/NSPS Land Title Survey of said tract certified by Jonathan D. Polson, PS #LS21500011, as Banning Engineering's project Number 22062 (all references to monuments and courses herein are as shown on said plat of survey) described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Northwest Quarter, marked by a brass pin in concrete; thence North 00 degrees 15 minutes 41 seconds West along the west line of said quarter-quarter 1,326.99 feet to the northwest corner thereof; thence North 89 degrees 40 minutes 09 seconds East along the north line of said quarter-quarter 1,342.17 feet to northeast corner thereof, marked by a 5/8" rebar with Banning-Eng Firm #0060 cap; thence South 00 degrees 16 minutes 45 seconds East along the east line of said quarter-quarter 1,323.07 feet to the southeast corner of said quarter-quarter, marked by a 5/8" rebar with Cripe cap; thence South 89 degrees 30 minutes 06 seconds West along the south line of said quarter-quarter 1,342.53 feet to the POINT OF BEGINNING, containing 40.832 acres, more or less.

**EXHIBIT B**

**LEGAL DESCRIPTION**

Parcel No.: 30-06-20-200-014.000-006

Common Address: 2765 N 500 W, Greenfield, IN 46140

A SOUTHWEST DIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 6 EAST, HANCOCK COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION; THENCE NORTH ON THE WEST LINE THEREOF 200.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER 763.00 FEET TO THE MIDDLE OF THE SHELBY, SCOTTEN AND EASTES DITCH; THENCE SOUTHEASTERLY FOLLOWING THE MEANDERING OF THE MIDDLE OF SAID DITCH TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1,032.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST ON SAID SOUTH LINE 1,032.00 FEET TO THE PLACE OF BEGINNING.

Parcel No.: 30-06-20-200-013.000-006

Common Address: 2811 N. 500 W., Greenfield, IN 46140

THE LAND IS SITUATED IN THE COUNTY OF HANCOCK, STATE OF INDIANA, AS FOLLOWS:

A SOUTHWESTERLY DIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 6 EAST IN HANCOCK COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER 200 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ON SAID WEST LINE 405 FEET TO THE MIDDLE OF THE SHELBY, SCOTTEN AND EASTES DITCH; THENCE SOUTHEASTERLY IN THE MIDDLE OF SAID DITCH 682 FEET; THENCE SOUTHERLY IN THE MIDDLE OF SAID DITCH 220 FEET TO A POINT 763 FEET EAST OF THE PLACE OF BEGINNING; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER 763 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.9 ACRES, MORE OR LESS.





**GENERAL NOTES**

1. REFER TO THE MECHANICAL GENERAL NOTES AND APPENDIX.
2. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
3. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
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6. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
7. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.

**KEYNOTES**

- 0000: PROJECT SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 0001: ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 0002: ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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- 0016: ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 0017: ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 0018: ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 0019: ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 0020: ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



DATE: 11/11/2014	SCALE: 1/8" = 1'-0"
DRAWN BY: [Name]	CHECKED BY: [Name]
PROJECT NUMBER: 2-103-05-06-00	

FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



Nelson Alarm  
DylanThorpe  
(317) 510-0163  
dthorpe@nelsonalarm.com  
2602 East 55th Street, Indianapolis  
IN46220

## Scope of Work

NELSON ALARM TO INSTALL NEW AXIS ACCESS CONTROL SYSTEM

CONDUIT AND CHASES TO BE INSTALLED BY ELECTRICAL CONTRACTOR

NELSON ALARM TO LOCATE BOARDS IN STORAGE ROOMS THROUGHOUT TO SAVE ON LABOR FOR WIRE RUNS

NELSON ALARM TO INSTALL ALL STRIKES

NELSON ALARM TO INSTALL ALL READERS

NELSON ALARM TO PROGRAM ACCESS CONTROL TO BE ON EXISTING SERVER

NELSON ALARM TO TEST ALL DEVICES BEFORE INSTALL IS COMPLETE

NELSON ALARM TO COMPLETE FULL DEMONSTRATION OF SYSTEM FOR CLIENT BEFORE INSTALL IS COMPLETE



Nelson Alarm

DylanThorpe

(317) 510-0163

dthorpe@nelsonalarm.com

2602 East 55th Street, Indianapolis

IN46220

## Customer

Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Nelson Alarm

Nelson Alarm: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# CONSTRUCTION CONTRACT AGREEMENT

## PARTIES

- This Construction Contract) is entered into on \_\_\_\_\_ by and between Rusche Outdoors LLC & \_\_\_\_\_.

## CONSTRUCTION PROPERTY

- The Property that is to be constructed is located at the following address:

---

## SCOPE OF WORK

The Constructor agrees to perform the construction described below:

New approximately 15'x15' office space built  
Existing steel railing cut where new office wall begins  
36" entry door with glass window installed  
Small closet installed somewhere along wall with bulkhead  
Two 36x30 windows installed to give view over sunken operations area  
New carpet squares installed in the new office  
Drywall subcontractor to hang and finish drywall  
Electrician subcontractor to add outlets into new wall, install new fixtures of your choice, put lights inside of office on separate circuit and switch  
All other finishes (painting, trim, etc) to be done by us

## **PAYMENT AND FEES**

- The Parties agree that the total cost of the services will be \$18,000, ~~where half will be paid at the signing of this Agreement and half will be paid at the completion.~~
- The Parties agree that the means of payment will be via check/cash.

## **USAGE OF MATERIALS AND LABOR**

- The Parties agree that it is the Constructor's responsibility to provide as well as pay for any labor and/or equipment needed to complete the construction as per the Agreement.
- The Parties further agree that the materials used for the construction are to be brand new.

## **ADDITIONAL RESPONSIBILITIES OF THE CONSTRUCTOR**

The Constructor agrees to the following:

1. To supervise, manage and complete all the construction services as per this Agreement.
2. To take all necessary precautions for all safety in general.
3. To bear responsibility for any acts of negligence and emergencies and accidents.
4. To maintain the property, keep it clean, and to safely dispose of hazardous materials and waste.

## **INSURANCE**

- The Parties agree that it is the Constructor's responsibility to purchase an insurance policy for the construction.
- The Parties further agree that it is the Client's responsibility to maintain an insurance that covers replacement costs in the event of fire, theft, act of nature and/or casualty(s).

## **WORKMANSHIP WARRANTY**

This One-Year Workmanship Warranty ("Warranty") is provided by Rusche Outdoors, hereinafter referred to as the "Contractor," to the client, hereinafter referred to as the "Owner."

### 1. Scope of Warranty

The Contractor warrants all workmanship performed under the terms of the construction contract for a period of one (1) year from the date of substantial completion, hereinafter referred to as the "Warranty Period."

### 2. Warranty Coverage

During the Warranty Period, the Contractor will repair, at no cost to the Owner, any defects in workmanship that arise from the construction or remodeling work performed by the Contractor.

### 3. Exclusions

This Warranty does not cover:

- Defects caused by misuse, abuse, or neglect by the Owner or any third party.
- Damage resulting from acts of nature, accidents, or other events beyond the Contractor's control.
- Alterations or modifications made by parties other than the Contractor without written consent.
- Normal wear and tear.

### 4. Owner's Responsibilities

The Owner must notify the Contractor in writing of any alleged defects covered by this Warranty within ten (10) days of discovering the issue. The Owner shall grant the Contractor reasonable access to the premises to inspect and repair the alleged defects.

### 5. Remedies

In the event of a valid claim, the Contractor will, at its discretion:

Repair or replace the defective workmanship.

Correct the non-conformity to meet the agreed-upon specifications.

### 6. Limitation of Liability

The Contractor's liability under this Warranty is limited to the cost of repairing or replacing the defective workmanship. In no event shall the Contractor be liable for any consequential or incidental damages.

### 7. Transferability

This Warranty is non-transferable and applies only to the original Owner named in the construction contract.

### 8. Governing Law

This Warranty shall be governed by the laws of [Your Jurisdiction]. Any disputes arising under this Warranty shall be subject to the exclusive jurisdiction of the courts in [Your Jurisdiction].

This One-Year Workmanship Warranty is effective as of the date of substantial completion.

### **SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CONSTRUCTOR

Name: Brad Rusche

Signature: DocuSigned by:  
*Brad Rusche*

Date: 1/5/2026  
26BAE7BE067949B...

CLIENT

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Hancock County Sheriff's Office

398 Malcolm Grass Way • Greenfield, IN 46140

BRAD BURKHART

*Sheriff*

January 20, 2026

**Hancock County Board of Commissioners**  
Hancock County Courthouse  
Greenfield, Indiana

**RE: Request to Declare Vehicle Surplus and Transfer Ownership**

Dear Commissioners,

I am respectfully requesting approval to declare a **2019 Chevrolet Tahoe** (VIN: **1GNSKDEC9KR309100**) as surplus property and authorize its transfer for the nominal amount of **\$1.00** to the **Hancock County Solid Waste Management District**.

This vehicle is no longer needed for operational use by the Hancock County Sheriff's Office. Transferring the vehicle to another county entity allows continued public benefit while avoiding unnecessary disposal or replacement costs.

The Hancock County Solid Waste Management District has expressed a need for this vehicle, and the proposed transfer represents an efficient and fiscally responsible reuse of county-owned equipment.

Thank you for your consideration of this request. Please let me know if any additional information or documentation is needed.

Respectfully,

**Brad Burkhart**  
Sheriff  
Hancock County Sheriff's Office



## SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT

This **SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT** (“Agreement”) is effective as of January 1, 2026 (“Effective Date”) and is made and entered into by and between the Hancock County Sheriff’s Office, a municipal corporation located at 398 Malcolm Grass Way, Greenfield, IN 46140 (“Subscriber”), and LETAC, a division of Eckberg Lammers, P.C., a Minnesota corporation, located at 1809 Northwestern Avenue, Stillwater, MN 55082 (“Licensor”). Subscriber and Licensor are referred to individually as a “Party” and collectively as “Parties”.

### RECITALS

- A. Licensor has developed, owns and provides online, subscription-based law enforcement policies as described in Exhibit A (“Policies360”); and
- B. Subscriber desires to license, access and utilize Policies360 as a benefit to its organization; and
- C. The Parties mutually agree Policies360 be made available to Subscriber and its employees under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing express promises and the mutual covenants hereinafter set forth, Subscriber and Licensor hereby agree as follows:

1. AGREEMENT; TERM
  - 1.1. Subject to early termination of this Agreement by Subscriber as provided herein, Licensor shall provide the Services for the term of sixty (60) months commencing on the Commencement Date.
  - 1.2. Subscriber shall have the option, exercisable at its sole discretion, to extend the term for up to twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement would otherwise expire.
  - 1.3. If Subscriber exercises the option provided in Article 1.2 to extend the term, Subscriber shall have further options, exercised at its sole discretion, to extend the term for up to an additional twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement, as extended pursuant to Article 1.2, would otherwise expire.

- 1.4. Licensor shall notify Subscriber, at least sixty (60) days prior to the end of the current term, of any proposed increase in the fee for the extension of the term. If such notice is not provided by Licensor at least sixty (60) days prior to the end of the current term, the fees for the extension period cannot be increased.

## 2. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings provided below:

“Authorized Users” shall mean employees, representatives, consultants, contractors, or agents of Subscriber whom Subscriber has authorized to use the Services and to whom Licensor has supplied user identifications and passwords.

“Claims” shall mean any of the following, including any combination thereof: causes of action (*in rem* or *in personam*), assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, awards, and expenses, including court costs and attorneys’ fees, and sums paid by way of settlement and compromise.

“Commencement Date” means the date Subscriber first accesses the Systems and begins using the Services.

“Indemnify” shall mean defend, indemnify, and hold harmless; and terms such as “Indemnified”, “Indemnifying”, “Indemnification”, “Indemnity”, “Indemnitor”, and “Indemnitee” shall have appropriately correlative meanings and be construed accordingly.

“Licensor Technology” means all of Licensor’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, documentation, and other tangible or intangible technical material or information) made available to Subscriber by Licensor in providing the Services.

“Personal Data” means any first or last name, physical address, email address telephone number, other information that allows physical or online contacting of an individual, or other identity employment information, employee identification number, biometric identification data, or other individually identifiable information that may be accessible to Licensor because of Subscriber using the Services.

“Services” means the specific edition of Licensor’s Policies360, its online policies, manuals and software application identified in Exhibit A, developed, operated, maintained and hosted by Licensor and made accessible designated website or IP address, and ancillary online or offline products and services provided to Subscriber by Licensor, to which Subscriber is being granted access under this Agreement, including the Licensor Technology and Systems.

“Subscriber Data” means any technology, intellectual property, data, information, or material provided or submitted by Subscriber to the Systems in the course of using the

Services. Subscriber Data shall include Personal Data.

“Systems” means the application software, network servers, hardware, software, and data operations utilized by Licensor for the provision of Services.

### 3. LICENSE GRANT

- 3.1. In consideration of the fees Subscriber shall pay to Licensor as set forth in Exhibit B of this Agreement and the remaining obligations of Subscriber as set forth herein, Licensor grants to Subscriber and Subscriber accepts a nonexclusive non-transferable worldwide license for Subscriber and Authorized Users to access and use the Services set forth in Exhibit A. Subscriber agrees that only Authorized Users shall access and use the Services.

### 4. OWNERSHIP

- 4.1. Licensor transfers no right, title, or interest in and to Licensor Technology or the Systems except as expressly stated in this Agreement, and the same shall remain the sole and exclusive property of the Licensor.
- 4.2. All right, title, and interest in and to the Subscriber Data and results from processing Subscriber Data are and shall remain the property of Subscriber and no right, title, or interest in and to Subscriber Data or the results from processing Subscriber Data shall vest in Licensor.

### 5. HOSTING, SECURITY, PRIVACY, BACKUP, AND SUPPORT

- 5.1. Licensor shall provide a dedicated and secure hosting environment for the Services, which shall include, but not be limited to, all hardware, servers, operating software, network components, database storage, security, technical support, maintenance, backup, and disaster recovery required for Subscriber to use the Services, or otherwise required by this Agreement.

### 6. AVAILABILITY AND MAINTENANCE

- 6.1. The Services shall be accessible to Authorized Users twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond the control of Licensor or which are not reasonably foreseeable by Licensor.
- 6.2. Licensor shall perform maintenance services, updates, or upgrades to ensure continuous availability and operation of the Systems. Licensor shall use commercially reasonable efforts to inform Subscriber of any known or foreseeable disruptions to the availability of the Services.

## 7. USE AND ACCESS

- 7.1. Subscriber shall be responsible for obtaining access to the internet to access and use the Services and complete the implementation and set-up process as set forth in Exhibit A to access the Services.
- 7.2. Subscriber is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Services, and for all acts by Subscriber or anyone authorized by Subscriber to access Subscriber's account that occur in connection with Subscriber's account
- 7.3. Subscriber shall not use the Services or the Licensor Technology for any purpose that is (i) unlawful; or (ii) not specifically agreed to by this Agreement.
- 7.4. Subscribers shall not without the express written consent of Licensor, copy, sell, sublicense, rent, or lease any portion of the Service, including all, updates, training and or revisions to said Services that may be periodically provided to Subscriber.
- 7.5. Except for a violation of Sections 7.3, 7.4 and 7.6 hereof, or Subscriber's failure to timely pay invoices as set forth in Section 8 hereof, Subscriber shall continue to have unrestricted use of the Services in accordance with the terms and conditions of this Agreement during any dispute between Subscriber and Licensor, provided Subscriber is proceeding in good faith to resolve such dispute.
- 7.6. Licensor acknowledges that nothing in this Agreement restricts Subscriber from copying, or reproducing, physical copies of the Services, policies, and manuals identified in Exhibit A, if complying with authorized public data request as required by Minnesota law.
- 7.7. Subscribers may designate Authorized Users, such persons being able to use the Services for the exclusive benefit of Subscriber. Except as set forth hereinabove, Subscriber shall not assign, convey or transfer any interest in and to the Services without the written consent of the Licensor.

## 8. INVOICING, PAYMENT, AND TAXES:

- 8.1. Subscribers pay the fees set forth in Exhibit B. Within thirty (30) days of Subscriber's receipt of an invoice from Licensor, together with all required supporting documentation, Subscriber shall pay, or cause to be paid, the amount of such invoice. Any sum due that is not paid within thirty (30) days of the invoice receipt date shall bear interest from the due date thereof to the date of payment at a rate of interest equal to one- and one-half percent (1 ½ %) per month or the maximum rate permitted by law, whichever is less. Subscriber shall pay all costs of collection, including legal expenses, court costs and attorney fees at any time incurred by Licensor in the collection of any amounts owing by Subscriber to Licensor.

- 8.2. Licensor may invoice, and Subscriber shall pay to Licensor, such applicable sales, use, excise, or other similar taxes (federal, state, or local) that Licensor is required by law to apply to the fees set forth in Exhibit B. Any such tax amounts shall be clearly and separately stated on Contractor's invoices.

## 9. WARRANTIES

- 9.1. Performance. Licensor warrants and represents that the Services will perform the functions described in the documentation and specifications provided by Licensor.

- 9.2. Non-Infringement Warranty. Licensor warrants and represents that when used in accordance with this Agreement, the Services, Systems, and Licensor Technology shall not infringe upon or violate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party.

- 9.3. Limitations on Warranties. IN CONSIDERATION OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE 9 AND THE ACCESSIBILITY COMMITMENT IN ARTICLE 6, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

- 9.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

- 9.5. Exclusive Remedies. Subscriber's exclusive remedies and Licensor's entire liability for any breach of the warranties specified in this Article 9, except as expressly provided otherwise in this Agreement, shall be the correction of the breach of warranty and the remedies provided in Article 6. However, if Licensor is unable to effect the correction without undue delay for the circumstances, Subscriber shall be entitled to terminate this Agreement, and the remedies defined in Article 14 shall apply.

## 10. INTELLECTUAL PROPERTY INDEMNITY

- 10.1. If a Claim of violation of copyright, trade secret, or other intellectual property rights relating to the Services, Systems, or Licensor Technology provided under this Agreement is made against Subscriber, Subscriber shall: (i) promptly notify Licensor; (ii) allow Licensor to control the litigation or settlement of such Claim; and (iii) cooperate with Licensor in the investigation, defense, and/or settlement thereof. Subscribers retain the right to participate at their own cost in any action in which Subscriber is named as a defendant.

- 10.2. Should any portion of the Services or intended use thereof become, or in Licensor's reasonable opinion be likely to become, the subject of a Claim for infringement of a copyright, or other proprietary right, Licensor shall at its option either (i) promptly and diligently modify or replace such portion to make it non-infringing, without degradation to functionality; or (ii) terminate this Agreement and refund fees pursuant to Article 14.3.

## 11. DISCLAIMER

- 11.1 Nothing in this Agreement shall be construed to create an attorney–client relationship between Licensor and Subscriber. Any consultations, discussions, or support provided by Licensor under this Agreement are strictly limited to assisting with the use and implementation of the licensed materials and shall not constitute legal advice. Subscriber is solely responsible for obtaining independent legal counsel regarding compliance with applicable laws, regulations, or legal obligations. Licensor expressly disclaims any responsibility or liability arising from Subscriber's legal, regulatory, or compliance decisions.

## 12. LOSS

- 12.1. LICENSOR SHALL NOT BE LIABLE TO SUBSCRIBER FOR AND SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER OR ANY THIRD-PARTY CLAIM OF LOSS RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH SERVICES, SYSTEMS, POLICIES, OR LICENSOR TECHNOLOGY, OR THIS AGREEMENT. ALL SYSTEMS AND POLICIES SUBJECT TO THIS AGREEMENT WERE PROVIDED FOR SUBSCRIBER'S EXCLUSIVE USE AND ADOPTED AT THE SOLE DISCRETION OF THE SUBSCRIBER.
- 12.2. SUBSCRIBER AGREES TO AND UNDERSTANDS THAT LICENSOR HAS MADE REASONABLE EFFORTS TO COMPLY WITH AND ADHERE TO ALL APPLICABLE STATUTES, OPINIONS, LAWS, AND INDUSTRY STANDARDS IN EFFECT AT THE TIME OF CREATION. SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH THIS AGREEMENT.

## 14. TERMINATION AND REMEDY

- 14.1. Termination of Agreement for Cause. Each of Licensor and Subscriber has the right to terminate this Agreement and pursue injunctive relief if the other Party breaches or is in default of any material obligation under this Agreement, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt of written notice of breach or default.

- 14.2. Termination for Convenience. This Agreement may be terminated by either Party at the annual anniversary date of each year of the Subscription Term by written notice to the other Party at least thirty (30) days prior to the anniversary date of the Subscription Term.
- 14.3. Remedy. In the event Subscriber terminates this Agreement pursuant to Article 14.1 or Article 14.2 Licensor shall return to Subscriber any prepaid payments it received for the terminated portion of the Agreement.
- 14.4. Subscriber Data. Upon termination or expiration of this Agreement, Licensor shall remove from its servers and return to Subscriber all Subscriber Data or provide Subscriber access for a reasonable period (but, in any event, no more than 180 days) after termination or expiration in order to gather and facilitate a transfer of all Subscriber Data. Notwithstanding the foregoing, Licensor shall be permitted to retain one archival copy of the Subscriber Data, and Licensor shall represent to Subscriber that the same is retained for archival purposes only and any possible litigation arising thereunder, and for no other purpose.

## 15. GOVERNING LAW

- 15.1. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, EXCEPT FOR ANY RULE OF LAW OF THE STATE OF MINNESOTA, WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.
- 15.2. The Parties specifically agree that, if any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said statute or case law. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF MINNESOTA SHALL APPLY IN ALL RESPECTS, UNLESS AND EXCEPT TO THE EXTENT THAT THE PARTIES MAY REFERENCE AND REQUEST APPLICATION OF A LAW, STATUTE, OR RULE OF ANOTHER JURISDICTION OR GOVERNMENTAL BODY IN A SPECIFIC PROVISION OF THIS AGREEMENT.

## 16. DISPUTE RESOLUTION

- 16.1. All actions and proceedings arising out of or related, in whole or in part, to this Agreement shall lie exclusively in the state courts of Washington County, Minnesota. Both Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defenses of lack of personal jurisdiction or any inconvenient forum to the maintenance of any such action or proceeding.

## 17. DATA AND CONFIDENTIAL INFORMATION

- 17.1. During the term of this Agreement, the Parties may provide information to each other or come into possession of information which is considered confidential (“Confidential Information”). Confidential Information shall include Subscriber Data, Licensor Technology, and information which is marked as “confidential” or “proprietary” or would reasonably be assumed to be confidential based on its content or the context surrounding its disclosure.
- 17.2. Licensor specifically agrees that all Subscriber Data (including Personal Data) is and shall always remain the exclusive property of Subscriber, and Licensor shall not access, download, or make use of the Subscriber Data for any reason other than for the purposes of providing the Services or as otherwise required by applicable law.
- 17.3. Upon expiration or termination of this Agreement, and as directed by the disclosing Party, each Party will promptly (i) return to the other Party all the Confidential Information of the other Party; or (ii) erase and destroy all copies of the Confidential Information of the other Party in its possession and certify destruction of the same.

## 18. ACCESS TO SUBSCRIBER’S SYSTEMS AND NETWORKS

- 18.1. Subscribers shall determine the portions of Subscriber’s System and/or Network to which the Accessing Parties will have access and will designate such portions of the System and Network in writing. No Accessing Party shall access or attempt to access any portion of Subscriber’s System or Network except as expressly permitted hereunder.
- 18.2. SUBSCRIBER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO SUBSCRIBER’S SYSTEM AND NETWORK.

## 19. ASSIGNMENT

- 19.1 Licensor may freely assign, transfer, and novate this Agreement without any obligation to obtain the prior written consent of Subscriber. Subscriber shall not assign, transfer, or novate this Agreement, in whole or in part, without the prior written consent of Licensor. Any assignment in violation of this Article 19.1 shall be null and void.

## 20. GENERAL

- 20.1 Headings. The captions and headings used in this Agreement are for convenience only and shall not be used for purposes of construction or interpretation.

- 20.2 **Non-Waiver.** No waiver by either Party of any one or more defaults by the other Party in performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or a different character.
- 20.3 **Amendment.** No change to any term or provision hereof shall be effective unless stated in writing and signed by the duly authorized representatives of both Parties.
- 20.4 **Right to Defend.** Each Party shall notify the other immediately upon the commencement of any action brought and the outcome of which may affect the rights of the other Party herein granted, and such other Party shall have the right at its own expense to appear in and defend such actions.
- 20.5 **Severability.** It is intended that if any provision of this Agreement is determined to be unenforceable or void for any reason, such provision shall be adjusted, if possible, to achieve the intent of the Parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and enforceable.
- 20.6 **Legal Representation and Language Construction.** Each Party has had the opportunity to be represented by counsel in connection with the drafting and negotiation of this Agreement, and the Parties agree that this Agreement and the terms hereof shall not be construed more severely against one of the Parties than the other. Specifically, but not by limitation, the Parties agree that no term of this Agreement shall be construed more severely against the Party deemed to be the drafter of such term than against the other Party.
- 20.7 **Entire Agreement.** This Agreement reflects the entire agreement between the Parties with respect to its subject matter. All other oral or written agreements, contracts, understandings, conditions, warranties, or representations with respect to the subject matter of this Agreement are superseded by this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

**COUNTY OF HANCOCK**

**LETAC  
A DIVISION OF ECKBERG LAMMERS, P.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Imran S. Ali

Title: \_\_\_\_\_

Title: Executive Director, LETAC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICES**

### 1. GENERAL

Licensors will provide Policies360 Law Enforcement Policies and a hosted platform for Policies360 Law Enforcement Policies Software. The platform provides Subscriber the ability to receive law enforcement policies and provides a platform to deliver, access, manage, audit and report on Policies360 Law Enforcement Policies

### 2. SUMMARY OF SERVICES:

Policies360 is a web-based Law Enforcement Policy management system created to increase understanding, access, retention, proficiency, and efficiency in locating and understanding Law Enforcement Policies by eliminating unnecessary processes and providing enhanced targeted knowledge management systems. All policy storage, retrieval, updating, auditing, reporting and proprietary knowledge management systems are performed online.

Policies360 is used by law enforcement agencies to protect the public, officers and municipalities from unnecessary risk and harm by providing comprehensive policies and intuitive knowledge management systems to promote public safety.

With Policies360 you can:

- Receive, sort and manage policies
- Automatically route or complete tickets
- Search for current policies
- Access to policies
- Manage policy updates
- Eliminate unnecessary procedures from policies

Policies360 include the following:

- Complete and comprehensive Law Enforcement Policy Manual
- Online access to Policies 24/7
- Integrated intuitive Knowledge Management System
- Policy Update notifications
- Compliance and reporting
- Support for locations and users
- Web-based application access
- Setup, credentialing and configuration
- Telephone support, upgrades and maintenance
- Current auditing and reporting
- Fully redundant and secure data center

### 3. IMPLEMENTATION AND SET-UP PROCESS

Outlined in Policies360 Implementation & Security Forms

### 4. DETAILS OF SERVICES

Policies360 include:

LETAC Law Enforcement Policy Manual  
Automated MN Law Enforcement Policy Manual  
Periodic policy updates  
Policy Monitoring  
Automated Notifications of Compliance  
Employee recognition Auditing  
Auditing and Reporting  
Completion Detail and Summary Reports  
Export Reports to Multiple Formats  
Seven Years of Archived Data  
Custom Reporting Tool

Intuitive Knowledge Management Systems  
Interactive Learning  
Support  
Online support  
Data Security  
Data Integrity  
Data Center Redundancy  
Network Redundancy  
Data Redundancy

**EXHIBIT B  
FEES**

SUMMARY OF FEES

Based on 50 FTE/PTE Officers

Policies360	
2026 Policies360 Onboarding, Included Customization and Annual Management	\$15,295
2027 Policies360 Annual Management	\$12,075
2028 Policies360 Annual Management	\$12,678

**To: Hancock County Council**  
**From: Sheriff Brad Burkhart, Hancock County Sheriff's Office**  
**Subject: Request for Purchase of Fifteen (15) 2026 Chevrolet Police Tahoe's**  
**Date: January 7, 2026**

Dear Members of the Hancock County Council,

The Hancock County Sheriff's Office respectfully requests approval to purchase **fifteen (15) 2026 Chevrolet Police Tahoe's** at a cost of **\$55,552 per vehicle** to replace our current fleet of **2022 model-year Tahoe's**.

### **Justification for Replacement**

By 2026, the existing 2022 Tahoe fleet will have reached the end of its frontline law enforcement service life. These vehicles experience high mileage, continuous patrol usage, extended idle times, and emergency response demands that accelerate wear and increase maintenance costs. A scheduled replacement cycle is essential to:

- Maintain a safe and reliable patrol fleet
- Reduce escalating maintenance and repair expenses
- Ensure deputies have dependable vehicles for emergency response
- Support operational efficiency and officer safety
- Avoid downtime that impacts countywide public safety coverage

### **Cost Summary**

- **Number of Vehicles: 15**
- **Cost Per Vehicle: \$55,552**
- **Total Requested Amount: \$833,280**

### **Funding Source**

This fleet replacement is planned to be funded through the **2025 General Obligation (GO) Bond**, consistent with the County's capital planning strategy.

### **Request**

The Hancock County Sheriff's Office respectfully requests the Council's approval to proceed with the acquisition of these fifteen 2026 Police Tahoe's as part of the 2025 GO Bond-funded capital replacement plan.

Thank you for your ongoing support and commitment to public safety in Hancock County. We appreciate your consideration of this request and your continued partnership in ensuring our deputies have the equipment necessary to serve and protect our community.

Sincerely,  
**Sheriff Brad Burkhart**  
Hancock County Sheriff's Office

## 2026 Tahoe PPV-9C1 **4X4 Pursuit**

<b>Vehicle Description</b>	<b>2026 Tahoe PPV-9C1 SUV 4X4 "Pursuit Rated"</b>
<b>Model</b>	CK10706 9C1
<b>Standard Package/Equipment Group</b>	1FL 9C1

### BASE VEHICLE SPECIFICATIONS **Includes:**

**L84** - 5.3L V-8 engine ( 355 HP/383 Ft.-Lb. of Torque ) w/Dynamic Fuel Management, Direct Injection & VVT; **MHS** - 10-Speed Automatic transmission w/Tow-Haul & Traction Select System; **EPH - Electronic Precision Shift**, mounted on right side of steering column; **NP0** - Active Single-Speed 4X4 Transfer Case w/Autotrac; **BG9** - Vinyl flooring; **AZ3** - 40/20/40 cloth front bench seat; **NEW - 5T5 - Front Cloth / Rear Vinyl Seats (Only Option Available)**; **RKE/BTM/BTV** - Remote keyless entry w/Push-button keyless start & **Remote Start**; **AMF** - For a total of Six ( 6 ) remotes/keys; **6J3-6J4-6J7 - Grille area wiring harnesses ( 4 - circuits )**; **7X3 - Driver's side LED spotlight**; **J55** - 16" brake rotors w/Brembo Calipers; **PXT-RAV-XCS** - 20" Police Rated Black steel wheels w/P275/55R20 Police Rated **FIRESTONE "Firehawk"** tires w/spare; **UE1 - On-Star Services**; **URW - 17.7" Color LCD radio display** w/**Wireless** Apple CarPlay & Android Auto; **UD7** - Rear Park Assist; **UV2 - HD Surround Vision**; **KI4** - 110-volt outlet w/400 Watt max. capacity; **V76 - Front tow hooks**; **Z82 w/ CTT** - 2" receiver w/hitch guidance; **G86** - Limited slip rear differential; **K6K** - Rear mounted Auxiliary 760 CCA Battery.

### Total Cost for Commonly Specified BASE VEHICLE

Additional Options Available	<b>2026 "4X4 Pursuit" *\$ 54,557.00*</b>	
20" Machined Aluminum wheels w/Charcoal pockets & Firehawk Tires	NZV	\$ 350.00
Whelen Lamp Pkgs. 4-ION grille mounted light heads, 6 - ION lights in rear corner pillars; 4 - Color combos avail. W - White, R - Red, B - Blue Driver / Passenger; IN Law Enforcement Requirements: 6JG - R / B	6JG	\$ 1,950.00
Safety Pkg. Collision alert; Lane keep assist w/depart-ure warning; Blind Zone steering assist; Auto emergency, Rear Cross-Traffic & pedestrian/bicyclist braking; Intersection auto emergency braking; Bicyclist alert; Rear Camera Mirror and Intellibeam headlamps.	PQA	\$ 825.00
Rear Decklid Edge Red/Blue LED lamps	T53	\$ 565.00
Front Bucket Seats w/Premium Cloth & "Retail Console" <b>Requires - PQA &amp; Includes On-Star DELETE ( UDA )</b>	A50	\$ 350.00
Carpeting w/carpeted mats Floor Liners Avail \$ 290.00	B30/B58	\$ 275.00
Auxiliary Red/White Dome lamp	6C7	\$ 170.00
Inoperative Rear door locks & handles or windows	6N6 / 6N5	\$ 75.00 EA.
Auto headlamp & DRL <b>DELETE</b>	9G8	\$ 50.00
Front Center 20% seat section <b>REMOVED</b>	5Y1	NO Charge
Keyed alike keys <b>Not compatable w/Previous models</b>	6E2 / 6E8	\$ 50.00
Spcl Colors V. Red - Silver Ice <b>Req. TGK \$250/\$450</b>	5T4 - 9W5 + <b>TGK</b>	\$ 700.00
		<b>Sub-Total of options: \$ 995.00</b>

#### Options available for deletion from BASE VEHICLE Specifications:

Driver's side spotlight <b>DELETE</b>	( 7X3 )	\$ 700.00
<b>Hancock Co</b>		<b>Sub-Total of Deletions: \$ 000.00</b>

**Color: Black Quantity: 20**

**Price, as ordered: \$ 55,552.00**

<b>Dealer Name</b>	<b>Kelley Chevy, LLC</b>
<b>Contact Names</b>	<b>Jordan Ladig</b>
<b>Phone Numbers</b>	D: 260-496-6460 C: 260-445-6993
<b>E-mail Addresses</b>	<b>jladig@kelleyauto.com</b>
<b>Dealer Address</b>	<b>5220 Value Drive Fort Wayne, IN 46808</b>