STATE OF INDIANA

SS

DELAWARE COUNTY

IN THE DELAWARE CIRCUIT COURT NO. 5

CITY OF MUNCIE, INDIANA and THE CITY OF MUNCIE, INDIANA ACTING BY AND THROUGH ITS MAYOR, SHARON MCSHURLEY,

Plaintiffs,

vs.

CAUSE NO: 18C05-1007-PL- OD 12

DELAWARE COUNTY, INDIANA, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, DELAWARE COUNTY COMMISSIONER TODD DONATI, DELAWARE COUNTY COMMISSIONER DON DUNNUCK, and DELAWARE COUNTY COMMISSIONER LARRY BLEDSOE,

Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT AND DAMAGES

Plaintiff, the City of Muncie, Indiana, by counsel, Jason R. Delk, for its Complaint for Declaratory Judgment and Damages against Delaware County, Indiana, the Board of Commissioners of Delaware County, Indiana, Delaware County Commissioner Todd Donati, Delaware County Commissioner Don Dunnuck and Delaware County Commissioner Larry Bledsoe (collectively "the County"), states as follows:

The Parties

- 1. Plaintiff, the City of Muncie, Indiana, is an Indiana municipal corporation whose executive officer is Mayor Sharon McShurley ("the City").
 - 2. Defendant, Delaware County, Indiana, is an Indiana political subdivision.

- 3. Defendant, the Board of Commissioners of Delaware County, is the executive body of Delaware County, Indiana.
- 4. Defendants, Delaware County Commissioners Todd Donati, Don Dunnuck and Larry Bledsoe, are the members of the Board of Commissioners of Delaware County.

Facts Common to All Allegations

- 5. In 1984, the City of Muncie, Indiana (hereinafter "the City") and Delaware County, Indiana (hereinafter "the County") entered into and executed an interlocal cooperation agreement entitled the Delaware County and City of Muncie Interlocal Cooperation Agreement for the Public Safety Complex (hereinafter "Interlocal Agreement"). A true and accurate copy of the Interlocal Agreement, with attachments and addenda, is attached hereto and made a part hereof as Exhibit A.
- 6. The City and the County entered into the Interlocal Agreement to create and build a new building which would house the Delaware County Jail, Delaware County Sheriff's Department, various other county offices, the Muncie Police Department and a joint 911 dispatch and communications center (hereinafter the "Justice Center Complex").
- 7. The Interlocal Agreement required the City and the County to form a Board of Supervisors which was responsible for the day-to-day management, operation and control of the Justice Center, including the operation of the joint 911 dispatch and communications center. The Board of Supervisors was to be composed of seven (7) persons, which included: one appointment by the Delaware County Commissioners, one appointment by the Delaware County Council, one appointment by the Mayor of the City of Muncie, one appointment by the Common Council of the City of Muncie, one appointment by the Delaware Circuit Court, one member

shall be the Delaware County Sheriff and the seventh member shall be the Chief of Police for the City of Muncie.

- 8. In the original 1984 version of the Interlocal Agreement, the City and the County agreed to share jointly in the costs of the operation of the Justice Center Complex, including "50% of the cost of communications equipment and breathalyzer equipment [and] 50% of the cost of the 911 unit for the [Justice Center] Complex..."
- 9. However, since the original 1984 version, four (4) separate amendments were made to the Interlocal Agreement. In 1987, the City and the County entered into and agreed to the final and Fourth Addendum to the Interlocal Agreement. In addition to other amendments, the Fourth Addendum drastically reduced the City's payment obligations. Pursuant to the Interlocal Agreement, as amended, the City and County agreed that the City's payment obligations under the Interlocal Agreement are as follows:
 - (a) Three percent (3%) of the annual amortization of the total amount of financing; and
 - (b) One-half (1/2) of that amount of financing resulting from the architectural and engineering services (not to exceed Seventy Five Thousand Dollars (\$75,000) each party) for the redesign as described in paragraph 2 of this resolution; and
 - (c) One-half (1/2) of all expenses for maintenance, repairs and replacement of all shared equipment; and
 - (d) One-half (1/2) of all employer's costs of the Director of Communications.
- 10. In the spring of 2009, the City of Muncie, acting by and through its Mayor, Sharon McShurley, discovered that the charges submitted by the County for the operation of the 911 dispatch and communications center were significantly greater than the agreed upon

payment obligations of the City under the Interlocal Agreement, as amended. Notwithstanding the provisions of the Interlocal Agreement, as amended, the County has wrongfully over-charged the City in excess of \$10,000,000.00.

- 11. For example, for at least the past 10 years, the County has charged the City for County employees' payroll, PERF, life insurance, health insurance, disability, unemployment, training costs, holiday pay, overtime pay, longevity pay, part-time pay, office supplies, maintenance supplies, transportation costs, training costs, etc. True and accurate copies of exemplary invoices from Delaware County are attached hereto and made a part hereof as Exhibit B.
- 12. After discovering that the City had been substantially overcharged, Mayor McShurley disputed the invoices submitted by the County for the operation of the joint 911 dispatch and communications center and requested revised invoices in accordance with the requirements set forth in the Interlocal Agreement, as amended. However, no revised invoices were ever submitted by the County or the Delaware County Commissioners.
- wrongfully and unilaterally disbanded the Board of Supervisors responsible for the day-to-day management, operation and control of the Justice Center, including the operation of the joint 911 dispatch and communications center. And since such time, have been wrongfully controlling the joint 911 dispatch and communications center in contravention of Indiana statutory code and the Interlocal Agreement—all to the purposeful exclusion of the City of Muncie.
- 14. Although the City has been at all times ready, willing and able to perform its obligations under the Interlocal Agreement, on June 17, 2010, Delaware County, acting by and through the Delaware County Commissioners, threatened to terminate and cease providing

essential and necessary 911 services to the residents of Muncie, Delaware County because payments have "not been made to Delaware County to support Muncie's 911 services..."

15. In light of Delaware County's threatened termination of 911 services, and because of the current dispute regarding the Interlocal Agreement, the City and the County entered into a Provisional Agreement designed to maintain the status quo during the pendency of the instant litigation. A true and accurate copy of the Provisional Agreement is attached hereto and made a part hereof as Exhibit C.

Count I—Declaratory Judgment

- 16. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 15 as if fully stated herein.
- 17. A true and bona-fide dispute exists between the City and the County and the interpretation/operation regarding the Interlocal Agreement.
- 18. Pursuant to Indiana Code § 34-14-1-1 *et. seq.*, the City seeks a declaration and judgment by the Court that:
- (a) The Interlocal Agreement, with attachments and addenda, attached as <u>Exhibit A</u> hereto, is the agreement between the City and the County that governs the parties' rights, responsibilities and obligations with respect to the operation, control and/or day-to-day management of the Justice Center Complex, including the operations of the joint 911 dispatch and communications center;
- (b) The Fourth Addendum, attached to the Interlocal Agreement and attached as Exhibit A hereto, amended the original Interlocal Agreement and sets forth the City's responsibilities and payment obligations under the Interlocal Agreement as follows:

- (i) Three percent (3%) of the annual amortization of the total amount of financing; and
- (ii) One-half (1/2) of that amount of financing resulting from the architectural and engineering services (not to exceed Seventy Five Thousand Dollars (\$75,000) each party) for the redesign as described in paragraph 2 of this resolution; and
- (iii) One-half (1/2) of all expenses for maintenance, repairs and replacement of all shared equipment; and
- (iv) One-half (1/2) of all employer's costs of the Director of Communications.
- (c) The City has complied with its obligations under the terms of the Interlocal Agreement and that the County has substantially overcharged the City for items, materials and services outside the terms of the Interlocal Agreement in an amount to be determined at trial;
- (d) The City has been ready and willing to perform its obligations under the terms of the Interlocal Agreement;
- (e) The invoices submitted by the County are for services, items and materials beyond the scope of the City's payment obligations under the terms of the Interlocal Agreement;
- (f) The County has breached the Interlocal Agreement and violated Ind. Code § 36-1-7-1 et. seq., by disbanding the Board of Supervisors and removing its powers as required by the Interlocal Agreement;
- (g) The County and the Delaware County Commissioners have breached the Interlocal Agreement and violated Ind. Code § 36-1-7-1 et. seq., by operating and controlling the joint 911 dispatch and communications center without the Board of Supervisors—all to the exclusion of the City and the City's appointments;

- (h) The County and the Delaware County Commissioners have engaged in *ultra vires* activity by disbanding the Board of Supervisors and obligating the City for expenditures that are not authorized and should have been performed/authorized by the Board of Supervisors; and
- (i) That any activities undertaken and/or contracts entered into by the Delaware County Commissioners after the disbandment of the Board of Supervisors are null and void as they relate to the City of Muncie, as well as any payment obligations the City may have had with respect to these contracts/activities under the Interlocal Agreement.

Count II-Unjust Enrichment/Restitution

- 19. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1 through 18 as if fully stated herein.
- 20. Pursuant to terms of the Interlocal Agreement, as amended, the City and County agreed that the City's payment obligations under the Interlocal Agreement are as follows:
 - (a) Three percent (3%) of the annual amortization of the total amount of financing; and
 - (b) One-half (1/2) of that amount of financing resulting from the architectural and engineering services (not to exceed Seventy Five Thousand Dollars (\$75,000) each party) for the redesign as described in paragraph 2 of this resolution; and
 - (c) One-half (1/2) of all expenses for maintenance, repairs and replacement of all shared equipment; and
 - (d) One-half (1/2) of all employer's costs of the Director of Communications.
- 21. In the spring of 2009, the City of Muncie, acting by and through its Mayor, Sharon McShurley, discovered that the charges submitted by the County for the operation of the

- 911 dispatch and communications center were significantly greater than the agreed upon payment obligations of the City under the Interlocal Agreement, as amended.
- 22. Notwithstanding the provisions of the Interlocal Agreement, as amended, the County has wrongfully over-charged the City and the City has paid in excess of \$10,000,000.00 for items beyond the scope of the required payment obligations under the Interlocal Agreement.
- 23. For example, for at least the past 10 years, the County has charged the City and the City has involuntarily and mistakenly paid for County employees' payroll, PERF, life insurance, health insurance, disability, unemployment, training costs, holiday pay, overtime pay, longevity pay, part-time pay, office supplies, maintenance supplies, transportation costs, training costs, etc. (See Exhibit B.)
- After discovering that the City had been substantially overcharged, Mayor McShurley disputed the invoices submitted by the County for the operation of the joint 911 dispatch and communications center and requested revised invoices in accordance with the requirements set forth in the Interlocal Agreement, as amended. However, no revised invoices were ever submitted by the County or the Delaware County Commissioners.
- 25. In accordance with the City's payment obligations for the joint 911 dispatch and communications center, as defined by the Interlocal Agreement, the City involuntarily and mistakenly overpaid the County in excess of \$10,000,000.00. As such, the County's retention of these funds is inequitable and has therefore unjustly enriched the County to the detriment of the City—for which, the City is entitled to recover the excess payments.

WHEREFORE, Plaintiff, the City of Muncie, respectfully requests (a) entry of a declaratory judgment; (b) entry of judgment awarding restitution, compensatory damages, interest, costs and attorney's fees; and (c) entry of all other just and proper relief in the premises.

Respectfully submitted,

BEASLEY & GILKISON LLP

Jason R. Delk, Attorney No. 24853-18

Attorneys for Plaintiffs

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DELAWARE COUNTY AND CITY OF MUNCIE INTERLOCAL COOPERATION AGREEMENT FOR THE PUBLIC SAFETY COMPLEX

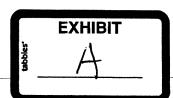
WHEREAS, Indiana Code 36-1-7, et seq., allows local governmental entities to make the most efficient use of their powers by enabling them to contract with other governmental entities for the provision of services to the public; and

WHEREAS, 36-1-10 et seq. allows local governmental entities to lease certain structures, site and equipment; and

WHEREAS, Delaware County, Indiana (hereinafter "County"), and the City of Muncie, Indiana (hereinafter "City"), have been cooperating and working together to design a Muncie Delaware County Public Safety Complex and with Graham Love, Taylor Polson (hereinafter "Architects") to create plans and specifications for a new building which would house the Delaware County Jail, Delaware County Sheriff's Department, various other county offices, and the Muncie Police Department; and

WHEREAS, a building corporation (hereinafter "Building Corporation") is to be duly organized under Indiana Code 23-7-1.1 as a not-for-profit corporation to acquire land, build a facility, furnish that facility, and lease certain space therein to the County and the City pursuant to Indiana Code 36-1-10 et seq.; and

WHEREAS, said Building Corporation intends to issue first mortgage bonds or sell participation certificates in the lease rentals to be received from the County and City pursuant to a Trust Indenture with a corporate trustee (hereinafter "Trustee") to finance all costs attributable to this new facility. This financing will be amortized by lease-rental payments from the County and the City over a term of not less than 15 years and in such an amount as evidenced by a lease between the Building Corporation, the County and the City. This lease will require the County and the City to be responsible, during its term, for all costs of insurance, taxes, maintenance and upkeep in addition to



their respective lease-rental payments; and the City and the County propose to form a Board of Supervisors (hereinafter "Board of Supervisors"), and to contract with said Board of Supervisors for the management, operation and maintenance of said facility, and to include said contractual expenses with the lease payments; and

WHEREAS, it is anticipated that certain areas of the space within this new facility shall be used jointly by the County and the City; and

WHEREAS, the County and the City each possess the power, authority or responsibility to provide police protection, and cooperation between the parties in the coordination of these services and the utilization of this facility will permit a more efficient utilization of resources;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the City hereby agree as follows:

<u>ARTICLE I</u>

PURPOSE, DURATION AND EFFECT OF AGREEMENT

Section L. Purpose:

The purpose of this Agreement, as outlined by the preamble hereto, is to provide a method for the management, operation and maintenance of the separate, joint and commonly held space within this new facility, which shall be known as the Public Safety Complex (hereinafter "Complex"). In addition, this Agreement defines the duties, obligations, rights and responsibilities of the County and the City to and between one another and to the Building Corporation with respect to the areas covered by this Agreement.

Section 2. Duration:

This Agreement shall be in full force and effect as of the date of its execution and shall remain in full force and effect during the original lease term between the parties and the Building Corporation or until the financing is amortized, whichever is later, or

until amended by agreement between the parties in accordance with Article VI, Section I, below.

Section 3. Effect:

This Agreement shall not take precedence over or contravene any provision of the lease between the Building Corporation and the parties hereto. Any provision of this Agreement which contravenes or affects any provision of the lease shall be of no effect with respect to the particular lease provisions in question. The Building Corporation, although not a signator to this Agreement, shall be timely informed in writing of any matters between the parties hereto which could affect it, the leased premises, or the amortization of the financing utilized for this project. Both parties hereto, jointly and severally, agree to take no action, whether by commission or omission, which would or could affect the Building Corporation, the Trustee, or the bondholders without the prior written consent of all the affected parties.

ARTICLE II

FORMATION OF BUILDING CORPORATION, ACQUISITION OF LAND AND CONSTRUCTION OF PUBLIC SAFETY COMPLEX

Section 1. Formation of Building Corporation:

The Board of Directors of the Building Corporation will consist of five (5) members. One member each shall be appointed by the Muncie Common Council, the Delaware County Council, the Judge of the Delaware Circuit Court, the Mayor of the City of Muncie and The Board of Commissioners of the County of Delaware.

The Building Corporation shall be a not-for-profit corporation; however, members of the Board of Directors may be reimbursed for expenses. Also, in accordance with Delaware County tradition, no more than three members shall be affiliated with any one of the two traditional political parties in the United States of America.

Section 2. Acquisition of Land and Construction:

The Building Corporation, pursuant to Indiana Code 36-1-10 et seq., will acquire land at _______, in the City of Muncie, Indiana. This location has been accepted as suitable location by both parties to this Agreement.

Provided the County and the City secure the necessary public and governmental approvals of the plans and specifications and the lease and provided further that the Building Corporation is able to obtain satisfactory financing and receives the proceeds therefrom, the Building Corporation will proceed to construct the Complex according to the approved plans and specifications and at the location specified.

There shall be no occupancy of the Complex by either party until authorized in writing by the Building Corporation. The Building Corporation shall be responsible for the construction of the Complex. All final architectural, mechanical, engineering and schematic designs shall be submitted to the County and the City for their approval, prior to acceptance of the bids and the commencement of construction. All comments or concerns with respect to construction shall be sent, in writing, to the Building Corporation with copies to the Architect and Construction Manager.

Section 3. Professional Services:

The County and the City have contracted with Baystone Construction, Inc. to act as the construction manager for this project, and both parties hereby approve Baystone Construction, Inc. as the construction manager (hereinafter "Construction Manager"). The contract with the Construction Manager will be assigned to and accepted by the Building Corporation.

The County and City will select an investment banking firm or firms to act as Underwriters for the financing of the Complex. Interested firms will be invited to submit sealed proposals based upon the specifications outlined in Appendix A. The selection of the investment banking firm or firms will be transmitted to and accepted by the Building Corporation. The County and City have selected fee Miller Donadio & Ryan to serve as bond counsel for the financing of the Complex and have executed or will execute the letter of understanding attached as Appendix B. The letter of understanding will be assigned to and accepted by the Building Corporation.

The County Attorney will at all times serve as legal counsel to the County. The City Attorney will at all times serve as legal counsel to the City. The Board of Directors of the Building Corporation will select an attorney to serve as legal counsel to the Building Corporation. The selection of Building Corporation Counsel will be transmitted to and approved by the County and City.

Section 4. Occupionts:

Initially, the occupants of the Complex shall be the Delaware County Sheriff Department, the Delaware County Jail, the Muncie Police Department and a joint Public Safety Dispatch and Disaster Center. The County reserves the right to remove part or all of certain offices, other than the jail, and to add other county offices as it deems fit, so long as such acts do not unreasonably interfere with the operation of the Muncie Police Department. The County reserves the right to expand office and jail space horizontally

and/or vertically, so long as such expansions do not unreasonably interfere with the operation of the Muncie Police Department. The City reserves the right to expand and/or renovate the portion of its space located on the real estate described in Appendix H, so long as such expansion or renovation does not interfere with the use of the Complex by the County.

ARTICLE III

FINANCING AND MAINTENANCE OF THE PUBLIC SAFETY COMPLEX

Section 1. Method of Financing:

The Building Corporation, after receipt of all necessary petitions and approvals from the County, the City and State agencies and after receipt of construction hids, shall authorize the issuance of first mortgage bonds or participation certificates to provide funds for the acquisition of land, construction of the facility and necessary components thereto, and the acquisition of such furnishings and equipment as may be requested by either the City or County; the costs of the issuance and delivery of bonds or certificates; attorney fees; bond counsel fees; insurance; permits; interest during construction; and all other related costs. The amount of the financing shall determine the total amount of money available to the Building Corporation for the above purposes.

Section 2. Retirement of Bonds or Certificates.

The County and the City shall be required by the terms of the lease agreement with the Building Corporation to make annual appropriations and tax levies for semiannual lease payments which will be used to retire the bonds or certificates issued by or at the request of the Building Corporation. It is anticipated that principal payments will not commence until after final completion. Construction is anticipated to take approximately twelve (12) months. The terms of the lease and the published notice with respect to the lease rental payments shall control the date and amount of the first semiannual payment. All lease rental payments shall be paid when and as directed by the terms of the lease.

Section 3. Apportionment of Lease Rental Payments Between County and City:

It is understood and agreed by the parties hereto that the City will be responsible for that percentage of each and every lease rental payment required by the lease that will equal the percentage which the following costs bear to the total cost of the Complex: (1) 25% of the cost of construction of the Complex-for its proposed leased space (i.e., dedicated city space), (2) 25% of the cost of construction of the joint or commonly held areas, (3) 25% of the non-construction costs of the Complex, (4) 100% of the cost of new office furniture to be used in the dedicated city space, (5) 50% of the cost of communications equipment and breathalizer equipment, (6) 50% of the cost of the 911 unit for the Complex, and (7) 100% of the cost of the telephone system to be used in the dedicated city space. It is further understood and agreed that the County will be responsible for the remaining percentage of said lease rental payments. The County's percentage will equal that percentage which the following costs hear to the total cost of the Complex: (1) 75% of the cost of construction of the Complex for its proposed is another. space (i.e., dedicated county space), (2) 75% of the construction of the jointly or commonly held areas, (3) 75% of the non-construction costs of the Complex, (4) 100% of the cost of new office furniture to be used in the dedicated county space, (5) 100% of the cost of computer related material, (6) 50% of the cost of communications equipment and breathalizer equipment, (7) 50% of the cost of the 911 unit for the Complex, and (8) 100% of the cost of the telephone system to be used in the dedicated county space.

The percentage of each lease rental payment to be paid by the City plus the percentage of each lease rental payment to be paid by the County shall equal 100% of each lease rental payment.

The County and City recognize and agree that each party shall be severally liable for their individual share of each and every lease rental payment specified by the terms of the lease as due and owing by each party, and that neither shall have the right of

occupancy unless the total fixed and additional rental payments are made as required by the lease. The parties further recognize and agree that the Building Corporation is responsible for insuring that the total amount of the financing is amortized by the combined fixed lease rental payments in accordance with the lease and the official statement relating to such financing. The parties further recognize and agree that the Board of Supervisors is responsible for insuring that the total costs of managing, operating and maintaining the Complex are paid by the combined additional rental payments in accordance with the lease and this Agreement.

ARTICLE IV

BOARD OF SUPERVISORS FOR THE COMPLEX

Section 1. Creation of Board; Membership:

Pursuant to the lease, the County and City shall be responsible for all maintenance, repairs and alterations to the Complex. Further, the County and City will be required by the lease to keep the Complex insured against physical loss or damage, to maintain rent or rental value insurance in an amount equal to the full rental value of the Complex for a certain period of time, and to carry public liability insurance for personal injury and property damage. The Mayor of the City of Muncie and The Board of Commissioners of the County of Delaware realize that the day to day operation of said Complex would be difficult to assign to the various users. Further, the separate performance by the County and the City of certain of the responsibilities imposed upon them by the lease would lead to an inefficient duplication of effort and expense. Therefore, it is agreed that the Board of Supervisors be formed to accomplish this task.

Unless expanded as provided below, the Board of Supervisors shall be composed of seven persons. One member shall be appointed by and serve at the pleasure of the Delaware County Commissioners; one member shall be appointed by and serve at the pleasure of the Delaware County Council; one member shall be appointed by and serve at

the pleasure of the Mayor of the City of Muncie; one member shall be appointed by and serve at the pleasure of the Common Council; one member shall be appointed by and serve at the pleasure of the Judge of the Delaware Circuit Court; one member shall be the Delaware County Sheriff; and the seventh member shall be the Chief of Police for the City of Muncie. At least one member shall be experienced in the building maintenance field, and no member of the Board of Directors of the Building Corporation may simultaneously serve on the Board of Supervisors. The Board of Supervisors shall elect a chairperson. A majority vote of all members shall control.

Appointed members shall serve three (3) year terms, subject to removal at any time at the discretion of the appointing entity, and the remaining members serve by virtue of their respective office. The Clerk of the Board of Supervisors shall notify the appointing entity that a member has two consecutive unexplained absences from meetings of the Board of Supervisors. In the event of any vacancy on the Board of Supervisors, the presiding officer of the appointing entity shall fill the vacancy until " is appointed at the earliest reasonable opportunity. In the event of any vacancy on the Board of Supervisors relating to those members serving by virtue of their respective office, the person serving as the acting office holder shall fill the vacancy until the permanent successor to that office is appointed and qualified therefor.

The Chief of the Muncie Fire Department and Director of the Delaware County Emergency Medical Services shall be consultants to the Board of Supervisors, but they shall not be entitled to to vote while they are consultants. If the Muncie Fire Department or the Delaware County Emergency Medical Services use any portion of the Complex, the Chief or the Director, respectively, thereof shall become a member of the Board of Supervisors, except that their right to vote shall be limited to matters directly related to the communications center, including the hiring of personnel and the establishment of operational policies for such center. If either the Chief or the Director becomes a

member of the Board of Supervisors, the size of the Board will automatically be expanded to eight or nine persons, as appropriate.

Upon completion of construction, the Building Corporation shall in writing authorize the County and the City to take occupancy of the Complex. The County and City agree to immediately notify the Clerk of the Board of Supervisors of the receipt of said authorization. From and after the date of the authorization, the Board of Supervisors shall be responsible for overseeing the terms and conditions of this Agreement and the management, operation and maintenance of the Complex. In this role, the Board of Supervisors will assist the County and the City in fulfilling their respective obligations under the lease, but the Board of Supervisors will have no responsibility for paying any costs unless the County and City have first transmitted to the Board of Supervisors their respective share of any such costs.

Section 2. Auditor as Clerk:

The Board of Supervisors shall appoint the Delaware County Auditor as its Clerk. The Auditor or his/her deputy shall attend all meetings of the Board of Supervisors and record and prepare minutes of the same, but the Clerk shall not be a voting member of the Board of Supervisors.

Section 3. Fiscal Year:

The Board of Supervisors' fiscal year shall commence on January 1 and terminate on December 31 of each year that this Agreement is in effect. However, the first fiscal year shall commence on the date of execution of this agreement, and shall terminate on December 31 of that year. In addition, the last fiscal year shall commence on January 1 of the last year of this Agreement, and shall terminate on the date that this Agreement terminates. On or before June 1 of each fiscal year, the Board of Supervisors shall prepare a budget for the following fiscal year and shall submit it to the County and City so that they may each include their respective share of said budget in their individual budgets, as appropriate.

Section 4. Maintenance:

The Complex shall have one centralized Maintenance Department, which shall provide maintenance services to all Public Safety occupants. The service shall be supervised and operated by the Board of Supervisors. All maintenance services employees shall be employed and supervised by the Board of Supervisors as City or County employees. The Maintenance Department shall keep the Complex clean and shall maintain the building in good, working condition. The maintenance costs shall be apportioned between the County and the City as directed in Article IV, Section 7, below. The Director of Communications will also be supervised by the Board of Supervisors as a City or County employee.

Section 5. Utilities:

In the event that utility meters for use of water, sewer, gas and/or electric are not installed for individual occupants of the Complex, all such shared utility costs shall be apportioned between the County and the City as directed in Article IV, Section 7, below.

Section 6. Insurances:

The Board of Supervisors shall be responsible for determining that insurance is carried in the aggregate amount sufficient to satisfy all of the requirements of the lease, and the costs thereof shall be apportioned between the City and County as directed in Article IV, Section 7, below.

Section 7. Apportionment of Shared Costs:

The expenses incurred by the Complex Maintenance Department, shared utility expenses, and costs for insurance carried by the Board of Supervisors, and all other expenses incurred by the Board of Supervisors in managing, operating and maintaining the common areas of the Complex, shall be divided by allocating 25% of the costs to the City, and 75% of the cost to the County and shall be included as additional rental payments under the lease.

ARTICLE V

SHARED POLICE SERVICES

Section 1. Computer:

The County and the City agree to attempt to interface their respective computer systems, and to promote the availability of terminal access between the respective police departments.

Section 2. Police Communications and Sallyport:

The County and the City will share and use a common mast/tower, generator and base station. It is the desire and the intention of the parties that this sharing of certain communications equipment will be the first step toward eventual unification of communication services. The County and the City further agree to purchase compatible communications and dispatch equipment. These items may be purchased from revenue generated outside the issue through other tax avenues.

The Sallyport shall be designated as a common use area but will be under the control of the Delaware County Sheriff.

Section 3. Police Parking Lot:

The Delaware County Sheriff Department and the Muncie Police Department shall share a police parking area which shall be constructed on the tract of land acquired by the Building Corporation. It is anticipated that the parking area will have 50 parking spaces, of which 13 spaces shall be allocated to Delaware County Sheriff Department and 8 spaces to the Muncie Police Department, and 29 spaces designated for use by the general public.

ARTICLE VI

AMENDMENT AND TERMINATION OF AGREEMENT; SEVERABILITY; RENEGOTIATION OF AGREEMENT

Section 1. Amendment:

This Agreement may be amended only with the written consent of the County and the City; provided, however, no modification or amendment to this Agreement shall be effective during the original term of the lease with the parties hereto, until written notification is provided to the Building Corporation. However, no amendment or modification of the Agreement shall reduce the total payments of fixed rental and additional rental provided for in the lease to less than 100%.

Section 2. Termination:

This Agreement may be terminated only with the written consent of the County and the City. The termination of this Agreement shall have no effect upon the liability of the County and City to make an annual appropriation and tax levy to retire the bonds or participation certificates issued by or on behalf of the Building Corporation and for the payment of the other items required by the terms of the lease.

Section 3. Severability:

If any term or provision of this Agreement is declared to be invalid, null, void or unenforceable, the remaining provisions shall not be affected, and shall have full force and effect.

Section 4. Renegotiation of Agreement:

Upon the termination of the lease, the County and City shall receive title to the Complex as tenants in common in proportion to the percentage set forth in Article III, Section 3. One (1) year prior to the termination of the lease with the Building Corporation or sooner if agreed to by the parties herein, the County and the City shall

meet in order to renegotiate a new Agreement which will take effect upon the termination of the lease with the Building Corporation and/or the amortization of the bonds in full, whichever is later. This new Agreement shall continue to provide for the management, operation, maintenance, repair, payment of utilities and insurance for the entire Complex through a contract with the Board of Supervisors.

In the event that the parties are not able to reach an agreement regarding the continued maintenance and operation of the commonly held areas of the Complex at least three months prior to the termination of this Agreement, the City's dedicated and shared space shall be appraised by three independent licensed appraisers. One appraiser shall be appointed by the City; one appraiser shall be appointed by the County; and one appraiser shall be appointed at the mutual agreement of the two selected appraisers. Each appraiser shall prepare a written, independent appraisal of the value of the property, and shall submit one copy of said appraisal to the City, and one copy to the County at least one month prior to the termination of this Agreement. The County shall pay the City the average of the three appraisals, and the City shall execute a warranty deed transferring ownership of its dedicated and commonly held areas to the County, all of which shall occur within one year of termination of this Agreement. However, in the event the County is unable to sell bonds to finance such purchase after having made a good faith attempt to do so, the County and the City shall then meet to attempt to agree on an alternative method of disposal. If the County does acquire the City's ownership interest in the Complex, this Agreement shall automatically terminate.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section L. Approval and/or Consent:

Wherever this Agreement requires the approval and/or consent of a party (or parties), said approval and/or consent shall not be wreasonably withheld.

Section 2. Notice:

Section 3. Payment Schedule:

Except as provided otherwise, where this Agreement requires that payments be made by a certain date, said payments shall be made on that date during each and every year that this Agreement is in effect. In addition, except as provided otherwise, where this Agreement requires that payments be made by a certain date, said payments shall be tendered on said date. In the event that payment is not tendered on the specified date, the Board of Supervisors or party to whom payment is due shall promptly mail or forward a notice of delinquency to the delinquent party. The delinquent party shall forward payment to the Board of Supervisors or party to whom payment is due within ten days of receipt of the delinquency notice. Failure to tender payment after receipt of the delinquency notice shall subject the delinquent party to legal proceedings. The delinquent party shall be liable for the delinquent payment, interest, court costs, attorneys' fees and a penalty, if one is assessed by the court.

Section 4. Payment for Liuid:

Pursuant to IC 36-1-10, the Building Corporation shall pay the County for the land described in Appendix F, and the Building Corporation shall pay the City for the land

described in Appendix G. Each such payment shall be made a part of the financing and shall be paid at the time of the closing thereon.

Section 5. Acquiring, Holding and Disposing of Real and Personal Property:

It is not contemplated that the Board of Supervisors will acquire, hold or dispose of real or personal property used in the Complex. If, however, such acquisition, holding and disposition shall be necessary, the Board of Supervisors will comply with the provisions of the Indiana Code applicable to political subdivisions relating to the acquisition and disposition of property. Any property so acquired will be held by the Board of Supervisors in the name of the County and the City as joint owners.

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CITY OF MUNCIE, INDIANA

ATTEST:

Clark

DELAWARE COUNTY, INDIANA

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Delaware County Commissioners

ATTEST:

Auditor, Delaware County

APPENDIX A: SPECIFICATIONS FOR UNDERWRITERS

Section [

The City of Muncie ("City") and the Board of Commissioners of Delaware County ("County") request proposals for expert professional services from prospective investment bankers relative to the financing of the Public Safety Complex. The proposals should be based on the following assumptions:

- 1. Issue date: February 1, 1985.
- 2. Delivery date: March 1, 1985.
- 3. Maturity date: 17 years.
- 4. Construction cost: \$9,861,705.
- 5. Other project costs (land, architect, engineer, cm): \$2,035,479.
- 6. Moody's rating: A

The services which the investment bankers are expected to provide include advising the Building Corporation on structuring the financing, supplying the Building Corporation with information with which to complete the Lease Agreement with the City and County, working with other professionals and paying all of their fees related to the financing, obtaining a rating on the financing, preparing and obtaining the printing of the Official Statement or Offering Circular for the financing, obtaining the printing of the bonds or participation certificates, structuring an investment package for the bond proceeds, purchasing the bonds or participation certificates and assisting in the closing of the financing. After the investment banker has been selected, the investment banker will be required to offer an explanation of alternate financing structures or the use of innovative financing devices which explanation would include the advantages and disadvantages of each financing alternative.

Section II

The proposal should include the following items:

- 1. Provide a comprehensive and precise description of the scope of services to be provided.
- 2. State underwriter's fee expressed as a dollar amount.
- 3. List expenses (by party and amount) included in underwriter's fee.
- 4. List additional expenses expected which are not included in underwriter's fee and an estimate of each expense.
- 5. State the interest rate bonds or certificates would carry if sold on day proposal is submitted.
- 6. List number and size of tax-exempt financings for which you or each member of your syndicate has acted as senior manager during past three years.
- 7. Provide details concerning underwriting experience during past two years as to number and par value of issues purchased at negotiated sale and competitive sale.
- 8. List and provide references and letters of recommendation from the last three tax-exempt lease financings in which you or any member of your syndicate was senior manager.
- 9. Provide brief resume of each individual with whom we would be working, including the location of their offices, their telephone numbers and their availability to work on this financing.
- 10. Provide copy of most recent published annual financial report or representation that capital is adequate to undertake underwriting.
- 11. Description of licenses and trade association memberships held by respondent and/or principals.

October 5, 1984

Mr. Ronald B. Quakenbush Delaware County Board of Commissioners Room 309 County Building Muncie, Indiana 47305

Mr. Roy E. Hall Deputy Mayor, City of Muncie 220 East Jackson Muncie, Indiana 47305

Re: Muncie Delaware County Public Safety Complex

Dear Ron and Roy:

This will confirm our designation as bond counsel for the financing of the proposed Muncie Delaware County Public Safety Complex ("Public Safety Complex"). As bond counsel, we will assist the City, the County and their advisors in forming the Building Corporation, structuring the financing, preparing the budget for the financing, complying with Indiana law relating to leasing, preparing the official statement related to the financing, and preparing various closing documents and certificates. We will also assist the Building Corporation in obtaining a rating for the financing, procuring bond insurance, if desired, selecting the financial printer, and assuring the accuracy of the printed bonds or certificates. We will also draft the Trust Indenture for the financing. Ultimately, we will deliver an approving opinion as to the valid issuance of the bonds or certificates and the tax exempt status of the interest thereon.

Our fee for serving as bond counsel will be two-tenths of one percent (.2%) of the amount of the financing plus \$2,500 and

Mr. Ronald B. Quakenbush Mr. Roy E. Hall October 5, 1984 Page 2

out-of-pocket expenses. The \$2,500 represents a flat fee for attending meetings and performing services leading up to the delivery of our approving opinion. That portion of our fee, plus out-of-pocket expenses, is payable whether the financing is successfully consummated or is canceled. Assuming the successful consummation of the financing, our fee as bond counsel is payable at closing and is usually paid out of bond proceeds.

In addition to our normal role as bond counsel, you have asked us to assist the City and County in finalizing the Interlocal Cooperation Agreement and in preparing specifications pursuant to which the City and County will select counsel for the Building Corporation and the underwriter(s) for the financing. For these services, we will be compensated at the hourly rate of the attorney performing the service. Our hourly rates range from \$75 to \$125, depending upon the experience of the attorney.

We are pleased to have been selected as bond counsel for this financing and look forward to working with the City and County toward the successful consummation thereof. If the foregoing letter accurately summarizes the scope of our employment and the manner of determining our compensation and is otherwise acceptable to the City and County, we ask that you indicate your acceptance by countersigning and returning a copy of this letter to me for our files.

Very truly yours,

ICE MILLER DONADIO & RYAN

James A. Shanahan

JAS:dks

The foregoing letter of understanding is acceptable to the City of Muncie and Delaware County.

CITY OF MUNCIE DELAWARE COUNTY

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APPENDIX F: LEGAL DESCRIPTION (COUNTY)

(Legal description or commonly known address for property to be sold to Building Corporation by County)

A PARCEL BOUNDED BY HIGH STREET, WASHINGTON STREET, WALNUT STREET, GILBERT STREET IN MUNCIE, INDIANA.

FIRST ADDENDUM TO DELAWARE COUNTY AND CITY OF MUNCIE INTERLOCAL COOPERATION AGREEMENT FOR THE PUBLIC SAFETY COMPLEX

whereas, Delaware County, Indiana (hereinafter "County"), and the City of Muncie, Indiana (hereinafter "City"), did, on December 19, 1984, enter into an Interlocal Cooperation Agreement pursuant to Indiana Code 36-1-7 pertaining to the proposed Public Safety Complex (hereinafter "Complex"); and

WHEREAS, Article II, Section 4, of the Agreement identifies the initial occupants of the Complex; and

WHEREAS, the County and City have determined that an additional occupant should be identified in Section 4;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein and in the Agreement, the County and the City hereby agree that the first sentence of Article II, Section 4, of the Agreement should be amended to read as follows: "Initially, the occupants of the Complex shall be the Delaware County Sheriff Department, the Delaware County Jail, the Delaware County Juvenile Detention Facility, the Muncie Police Department and a Joint Public Safety Dispatch and Disaster Center."

IN WITNESS WHEREOF, the County and City have caused this Addendum to be executed this 274 day of $\frac{1}{100}$, 1980.

CITY OF MUNCIE, INDIANA

By Mayor Aren

Attest:

Bellu Gran Burkett

Delaware COUNTY, INDIANA

Malana

Deylo D Bolo

Delaward County Commissioners

Attest:

Auditor, Delaware County

SECOND ADDENDUM TO DELAWARE COUNTY AND CITY OF MUNCIE INTERLOCAL COOPERATION AGREEMENT FOR THE PUBLIC SAFETY COMPLEX

WHEREAS, Delaware County, Indiana (hereinafter "County"), and the City of Muncie, Indiana (hereinafter "City"), did, on December 19, 1984, enter into an Interlocal Cooperation Agreement pursuant to Indiana Code 36-1-7 pertaining to the proposed Public Safety Complex (hereinafter "Complex"); and

WHEREAS, the County and City have previously amended the Agreement by Addendum 1 dated 622, 1985; and

WHEREAS, the County and City recognize that in connection with the acquisition, construction and financing of the Complex, the Building Corporation will also acquire certain property from the Indiana & Michigan Electric Company (hereinafter the "I & M Property"), and the cost of acquiring and renovating the I & M Property for use by the City will be included in the financing of the Complex; and

WHEREAS, approximately One Million Dollars (\$1,000,000) will be required for the acquisition, renovation and equipping of the I & M Property; and

WHEREAS, the County and City have determined that the Agreement should be amended to make it clear that the City will be responsible for making lease payments which will be sufficient to amortize the portion of the financing related to the I & M Property;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein and in the Agreement, the County and City hereby agree that Article VII, Section 3, of the Agreement should be amended by adding at the end thereof the following sentence: "The City will be 100% responsible for the repayment through lease rental payments of the \$1,000,000 included in the amount of the financing which is attributable to the purchase of the I & M Property."

IN WITNESS WHEREOF, the County and City have caused this Addendum to be executed this $\frac{274}{1984}$ day of ________, 1984.

CITY OF MUNCIE, INDIANA

By: Carried Care.

Attest:

Bellie Joan Burkett

DELAWARE COUNTY, INDIANA

Rie

Delayere County Commissioners

Attest:

Auditor, Delaware County

THIRD ADDENDUM TO DELAWARE COUNTY AND CITY OF MUNCIE INTERLOCAL COOPERATION AGREEMENT FOR THE PUBLIC SAFETY COMPLEX

WHEREAS, Delaware County, Indiana (hereinafter "County"), and the City of Muncie, Indiana (hereinafter "City"), did, on December 19, 1984, execute an Interlocal Cooperation Agreement (hereinafter "Agreement") to set forth the cooperative procedures to be followed by the County and the City relative to the financing and construction of a Safety Complex (the Complex), and in addition to provide pursuant to Indiana Code 36-1-7 for the management, operation and maintenance thereof after its completion; and

WHEREAS, Article VI, Section 1, of the Agreement provides that the Agreement may be amended, and the County and City have determined that the Agreement should be amended as herein stated; and

WHEREAS, the Agreement was amended by a First Addendum and Second Addendum executed on December 27, 1984;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein and in the Agreement, the County and the City hereby agree that Section 2. of Article I of the Agreement should be and the same hereby is amended to read as follows:

Section 2. Duration:

This Agreement as to such management, operation and maintenance pursuant to Indiana Code 36-1-7 et seq. shall be in full force and effect as of the date of the completion of the construction of the Complex as determined pursuant to the aforesaid lease and shall remain in full force and effect during the original lease term between the parties and the Building Corporation or until the financing is amortized, whichever is later, or until amended by agreement between the parties in accordance with Article VI, Section 1, below.

IN WITNESS WHEREOF, the County and City have caused this Addendum to be executed this _______ day of _________, 1986.

--- CITY OF MUNCIE, INDIANA

By

Attest:

DELAWARE COUNTY, INDIANA

Exchilin

Delaware County Commissioners

Attest:

Auditor, Delaware County

APPENDIX G: LEGAL DESCRIPTION (CITY)

(Legal description or commonly known address for property to be sold to Building Corporation by City, i.e. I & M property)

419 NORTH WALNUT STREET, MUNCIE, INDIANA

RESOLUTION NO. ___18-87 RESOLUTION TO AMEND A CERTAIN INTER-LOCAL AGREEMENT

WHEREAS, That it is in the best interest of the citizens of Muncie, Indiana that a certain agreement entered into between the City of Muncie and the County of Delaware, Indiana, be amended, said agreement was to build a certain building

WHEREAS, That it is in the best interest of the safety and health of the citizens to combine emergency communications systems and the related efforts.

WHEREAS, That attached to this Resolution is Exhibit A and that Exhibit A is a contract which modifies the contract referred to in Paragraph 1 of this Resolution.

WHEREAS, That the Muncie City Council now authorizes the Muncie Board of Works to enter into the attached Exhibit A.

	e e e e e e e e e e e e e e e e e e e	YEAS	··· NAYS	···· ABSTAINE	D ABSENT	
Leo A. Voisard	:			-		
David A. Taylor						
Phillip Svearingen Dorothea Bump				-		
Harold J. Kwiatkowski			-			
Alice T. HcIntosh	•				· · · · · · · · · · · · · · · · · · ·	
Mary I. Chambers	•					
John S. Rust						
dilliam O. Shroyer			-	***************************************		
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	7** a	Will the	iam O. Common	Shroyer, Council o	President f Huncie,	of In
resented by me to the	Hayor	for h	is app	rovel, thi	8 da	у

Clerk of the Common Council

The above Resolution is approved (vetoed) by me this day of . 1987.

ATTEST:

James P. Carey, Hayot of the City of Huncie, Indiana.

Billie Joan Burkett, City Clerk Clerk of the Common Council

This Resolution is proposed by Councilmember William This Resolution is approved by Corporate Counsel

MAY 29 1927

Billio Joan Burkett WINNELS CLLA CHEEK BE IT RESOLVED, by the Board of Commissioners of Delaware County, Indiana, and the Common Council of the City of Muncie, Indiana, that the Interlocal Cooperation Agreement, entered into by Delaware County, Indiana (hereinafter "County") and the City of Muncie, Indiana (hereinafter "City"), and the lease between Mun-Del Building Corporation and the County and City (hereinafter "Lease"), to the extent necessary, shall be amended to accomplish the following:

- 1. There shall be no borrowing or expenditure whatsoever for acquisition, renovation, or equipping of the Indiana & Michigan Electric Company property.
- occupancy by the Muncie Police Department, shall be occupied by the County. Such space, together with space previously identified as shared space, and other non-detentional space, may be redesigned to more appropriately serve County purposes. Such redesign shall be at the sole discretion of the County.
- 3. The respective responsibilities and payments of the County and City of lease-rental payments under the Lease shall be modified so that the City's annual payment will be:
 - A. Three per-cent (3%) of the annual amortization of the total amount of financing; and
 - B. One-half (1) of that amount of financing resulting from the architectural and engineering services (not to exceed Seventy Five Thousand Dollars (\$75,000) each party) for the redesign as described in paragraph 2 of this resolution; and
 - C. One-half $(\frac{1}{2})$ of all expenses for maintenance, repairs and replacement of all shared equipment; and

- D. One-half () of all employer's costs of the Director of Communications.
- 4. The City shall continue to participate only to the extent of joint communications and the Joint Public Safety Dispatch and Disaster Center; and investigative facilities, i.e. breathalizer, polygraph, and dark room, if so desired.
- 5. Financing of all costs and expenses to date shall be modified to eliminate reimbursements to the County and City, except that the purchase from the County of real estate, described in Appendix F, shall be unaltered. All accrued and future expenses for architectural, engineering, construction management, and related services shall be paid from the proceeds of financing.
- 6. City police parking spaces shall be reduced from 8 to
 3.
- 7. No other changes in the Interlocal Cooperation Agreement or Lease shall be made except as necessary to implement the changes expressed in this resolution.

IT IS FURTHER RESOLVED that upon presentation by bond counsel of documents to implement the changes specified herein, such documents shall be executed by the respective bodies.

BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA

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COMMON COUNCIL OF THE CITY OF MUNCIE, INDIANA

Janthe Bung Jaly Stust Clice D. Marktock David A Jaylu

ATTEST: Dielingen Dirket

Dated: June 3, 1987

CITY OF MUNCIE, INDIANA

Bv:

Mayor

ATTEST:

Clark

DELAWARE COUNTY, INDIANA

Sill Wante

Delaward County Commissioners

Attest:

Auditor, Delaware County



Donald H. Dunnuck

District #1

Todd R. Donati
District #2

Larry W. Bledsoe, Jr.

District #3

Patricia Lackey

Office Manager

100 West Main Street Room 309 County Building Muncie, Indiana 47305 Telephone 765.747.7730 Fax 765.747.7899 INVOICE

TO:

Mary Ann Kratochvil, Controller

City of Muncie

DATE:

October 21, 2009

SUBJECT:

Integrated Justice System and

Enhanced 911 Quarterly Billing

Enclosed are the quarterly billings of expenditures for the Integrated Justice System and Enhanced 911.

The details of each of the billings are attached to the invoice. The Enhanced 911 portion and the Integrated Justice System are both for the 3rd Quarter of 2009.

The amounts are as follows:

Integrated Justice Computer System Operating Expense \$ 34,150.90 Enhanced 911 \$188,074.79

Total Due Delaware County:

\$222,225.69

Todd Donati, President

TD/pl

cc: Delaware County Auditor





Donald H. Dunnuck

District #1

Todd R. Donati

District #2

Larry W. Bledsoe, Jr. District #3

Patricia Lackey

Office Manager

100 West Main Street Room 309 County Building Muncie, Indiana 47305 Telephone 765.747.7730 Fax 765.747.7899 October 21, 2009

Mary Ann Kratochvil Controller - City of Muncie Muncie City Hall Muncie, IN 47305

Integrated Justice Computer System Operating Expense Payment Notification

The undersigned, an acting officer or agent of the Delaware County Commissioners, Integrated Justice System, and with respect to the Inter-Local Agreement between Delaware County Commissioners and City of Muncie for 50-50 sharing of any Expenses incurred for the Integrated Justice Computer System:

- 1. Payment in accordance with the previously defined Inter-Local Agreement is **due on October 31, 2009**. The amount described on the attached claim duly reflects that portion of the <u>actual operating expenses incurred during the Third Quarter, 2009</u> and is due Delaware County for Operating Expenses of the Delaware County/City of Muncie, Integrated Justice Computer System.
- 2. The City of Muncie, as a 50-50 partner, has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay the Operating Expenses required to be paid.
- 3. The City of Muncie is hereby requested to make payment in the amount of \$34,150.90 the following payee (elected financial agent for the Delaware County Commissioners):

Delaware County Auditor Ref: Integrated Justice System - Operating Expense 100 W. Main Muncie, IN 47305

City of Muncie, Indiana

Account	Allocation	Payment Request	<u>Date of</u> Request	Amount Requested	Account Balance
Operating Expenses 7/01/09 to 9/30/09 Invoices	\$34,150.90	3 rd qtr. 2009	10/21/09	\$34,150.90	\$34,150.90

BY: (Agent for the Integrated Justice System {IJS}, Delaware County/City of Muncie, Indiana)

Owner/Commissioners;

Delaware County/City of Muncie, IN President - Board of Commissioners Delaware County, Indiana 100 West Main

Muncie, IN 47305

Todd Donati

10-22-09 Date

DELAWARE COUNTY

Page: 1

Expense Transaction Ledger

AS OF: 10/15/2009 BEG.BAL AS OF:

STARTING DATE :

ENDING DATE : 12/31/9999

STARTING BATCH : 200907

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DELAWARE COUNTY

3 Page:

Expense Transaction Ledger

AS OF: 10/15/2009 BEG.BAL AS OF:

STARTING DATE :

ENDING DATE : 12/31/9999

STARTING BATCH : 200907

TCH MBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANDIN ENCUMBRANC		ACCO BALA
200909015	09/23/09 09/30/09	COUNTY COUNCIL APPR PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIC TOTAL ACCOUNT	l D		000071350	B 1	0.00 1274.07 5351.10 5351.10	7000. 0. 7000. 7000.	00 (00- (0.00 0.00 0.00 0.00	7 1 12 12
R200907003 R200908001 R200908002 R200909001	07/08/0 07/22/0 08/05/0 08/19/0 09/02/0 09/16/0	DO-115 COMMO BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERI	N N N N		000071189 000071217 000071244 000071271 00007129 00007132	70 46 12 75 38	0.00 1309.76 1309.76 1309.76 1309.76 1309.76 1309.76 9168.32 9168.32	0. 0. 0 0 0 0 0	.00 .00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 1 9
?R200907003 ?R200908001 ?R200908002 ?R200909001	07/08/0 3 07/22/0 1 08/05/0 2 08/19/0 1 09/02/0 2 09/16/0	BEGIN ACCT BALANCE PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI	N N N N N		00007118 00007121 00007124 00007127 00007129 00007132	.70 146 112 975 238	0.00 1287.00 1287.00 1287.00 1287.00 1287.00 1287.00 9009.00	() () ()	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 9 9
PR20090700 PR20090800 PR20090800 PR20090900	1 07/08/ 3 07/22/ 1 08/05/ 12 08/19/ 11 09/02/	000-117 COM- BEGIN ACCT BALANCE 09 PAYROLL DISTRIBUTIO 100 PAYROLL DISTRIBUTIO 101 PAYROLL DISTRIBUTIO 101 PAYROLL DISTRIBUTIO 102 PAYROLL DISTRIBUTIO 103 PAYROLL DISTRIBUTIO 104 PAYROLL DISTRIBUTIO 105 PAYROLL DISTRIBUTIO 105 PAYROLL DISTRIBUTIO 106 PAYROLL DISTRIBUTIO 107 PAYROLL DISTRIBUTIO 108 PAYROLL DISTRIBUTIO 109 PAYROLL DISTRIBUTIO	IN IN IN IN IN IN		00007119 0000712 0000712 0000712 0000712 0000713 0000713	170 446 712 975 238	0.00 1274.07 1274.07 1274.07 1274.07 1274.07 1274.07 8918.44	1 1 1 1	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1 1 1 1 1 1 1 1 1 1 8
PR20090700	07/08/ 03 07/22/ 01 08/05/	DOOO-118 COMM BEGIN ACCT BALANCE OP PAYROLL DISTRIBUTION OP PAYROLL DISTRIBUTION OP PAYROLL DISTRIBUTION)N)N		0000711 0000712 0000712 0000712	2170 2446	0.0 1274.0 1274.0 1274.0	7 7 7	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0 1 0 1 0 1

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3200909002	09/16/09	PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	1		000071297 000071323 000071350	8	1274.07 1274.07 1274.07 8918.49 8918.49	0.	00 00 00	0.00 0.00 0.00 0.00 0.00	1 1 1 8 8
R200907003 R200908001 R200908002 R200909001	07/08/0 07/22/0 08/05/0 08/19/0 09/02/0	00-119 COMM BEGIN ACCT BALANCE 9 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO 10 TOTAL ACCT FOR PERI 10 TOTAL ACCOUNT	N N N N N		000071189 000071217 000071244 000071277 00007129 00007132	70 46 12 75 38	0.00 1317.34 1317.34 1317.34 1317.34 1317.34 1317.34 9221.38 9221.38	0 0 0 0 0 0		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 1 9
PR200907003 PR200908003 PR200908003 PR20090900	1 07/08/0 3 07/22/0 1 08/05/0 2 08/19/0 1 09/02/0 2 09/16/0	BEGIN ACCT BALANCE PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI TOTAL ACCOUNT	N N N N N		00007118 00007121 00007124 00007127 00007129 00007132	70 146 112 975 238	0.00 1309.76 1309.76 1309.76 1309.76 1309.76 1309.76 9168.32	0 0 0 0 0	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 9 9
PR20090700 PR20090800 PR20090800 PR20090900	01 07/08/ 03 07/22/ 01 08/05/ 02 08/19/ 01 09/02/	000-121 COMM BEGIN ACCT BALANCE 09 PAYROLL DISTRIBUTIO 100 PAYROLL DISTRIBUTIO 101 PAYROLL DISTRIBUTIO 101 PAYROLL DISTRIBUTIO 102 PAYROLL DISTRIBUTIO 103 PAYROLL DISTRIBUTIO 104 PAYROLL DISTRIBUTIO 105 PAYROLL DISTRIBUTIO 106 PAYROLL DISTRIBUTIO 107 PAYROLL DISTRIBUTIO	IN DN DN DN DN		00007111 0000712 0000712 0000712 0000712 0000713 0000713	170 446 712 975 238	0.00 1279.42 1279.42 1279.42 1279.42 1279.42 1279.42 8955.94		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 8
PR20090700	01 07/08/ 03 07/22/	000-122 COMP BEGIN ACCT BALANCE 09 PAYROLL DISTRIBUTION 09 PAYROLL DISTRIBUTION 09 PAYROLL DISTRIBUTION)N		0000711 0000712 0000712	170	0.00 1274.0 1274.0 1274.0	7	0.00 0.00 0.00 0.00	0.00 0.00 0.00	1

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ATCH FISCAL JMBER DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTAND ENCUMBRA		ACCO
R200909001 09/02/0 R200909002 09/16/0	9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION TOTAL ACCT FOR PERITOTAL ACCOUNT	N N N		000071271 000071297 000071323 000071350	5 8	1274.07 1274.07 1274.07 1274.07 8918.49 8918.49	0. 0. 0.	00 00 00 00 00 00	0.00 0.00 0.00 0.00 0.00	1 1 1 8 8
R200907013 07/13/0 R200907003 07/22/0 R200908001 08/05/0 R200908002 08/19/0 R200909001 09/02/0 R200909002 09/16/0	00-123 COMM BEGIN ACCT BALANCE 9 PAYROLL DISTRIBUTIO 9 ST ORDER#1025168 9 PAYROLL DISTRIBUTIO 9 PAYROLL DISTRIBUTIO 9 PAYROLL DISTRIBUTIO 9 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO 11 TOTAL ACCT FOR PERI 11 TOTAL ACCOUNT	N N N N N		000071189 000071217 00007124 00007127 00007129 00007132 00007135	B 70 46 12 75 38	0.00 1340.10 0.00 1340.10 1340.10 1340.10 1340.10 1340.10 9380.70	0 55 0 0 0 0 0 0	.00 .00 .00 .00 .00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 9 9
?R200907003 07/22/ ?R200908001 08/05/ ?R200908002 08/19/ ?R200909001 09/02/ ?R200909002 09/16/	BEGIN ACCT BALANCE PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI	N ON ON ON ON		00007118 00007121 00007124 00007127 00007129 00007132	70 46 12 975 238	0.00 1287.00 1287.00 1287.00 1287.00 1287.00 1287.00 9009.00	() () () () ()	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 9
R200907003 07/22/ R200908001 08/05/ R200908002 08/19/ R200909001 09/02/ R200909002 09/16/	DOO-125 COM BEGIN ACCT BALANCE D9 PAYROLL DISTRIBUTION D9 PAYROLL DISTRIBUTION TOTAL ACCT FOR PERS	ON ON ON ON ON ON		00007118 00007124 00007127 00007129 00007133 00007135	170 146 712 975 238	0.00 1347.69 1347.69 1347.69 1347.69 1347.69 1347.69 9433.83		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 9
2009 100-124-5-00 R200907001 07/08/	000-126 COM BEGIN ACCT BALANCE 09 PAYROLL DISTRIBUTION	MUNICATION T 00/00/ ON		0000711	893	0.00 1347.69		0.00	0.00	

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	517	AKIING DAICH . 20030	•								
BATCH IUMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANI ENCUMBRA		ACCO.
PR200908001 PR200908002 PR200909001 PR200909002	08/05/09 08/19/09 09/02/09 09/16/09	PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	 		000071217 000071244 000071271 000071297 000071323	.6 .2 75 38	1347.69 1347.69 1347.69 1347.69 1347.69 9433.83 9433.83	0 0 0 0	.00 .00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1 1 1 1 1 1 9
PR200907003 PR200908001 PR200908002 PR200909001 PR200909002	07/08/09 07/22/09 08/05/09 08/19/09 09/02/09/16/09	DO-127 COMMI BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERI	4 4 9 9		00007118 00007121 00007124 00007127 00007129 00007132	70 46 12 75 38	0.00 1347.69 1347.69 1347.69 1347.69 1347.69 9433.83 9433.83	(0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 9 9
PR200907003 PR200908003 PR200908003 PR2009090003 PR2009090003	1 07/08/0 3 07/22/0 1 08/05/0 2 08/19/0 1 09/02/0 2 09/16/0	00-128 COMM BEGIN ACCT BALANCE 9 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 19 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO 11 TOTAL ACCOUNT	N N N N N		00007118 00007121 00007124 00007124 00007125 00007135	170 146 712 975 238	0.00 1274.07 1274.07 1274.07 1274.07 1274.07 1274.07 8918.49		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 8 8
PR20090700 PR20090800 PR20090800 PR20090900 PR20090900	1 07/08/0 3 07/22/0 1 08/05/0 2 08/19/0 1 09/02/0 2 09/16/0	BEGIN ACCT BALANCE PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI	N N N N	/0000	0000711 0000712 0000712 0000712 0000713 0000713	170 446 712 975 238	0.00 200.00 460.00 280.00 240.00 340.00 340.00 2140.00		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	2
2009 100-	124-5-000	000-130 COMM BEGIN ACCT BALANCE	UNICATIONS 00/00/				0.0	0	0.00	0.00)

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ATCH UMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUT STANDIN ENCUMBRANC		ACCO: BALA:
PR200907003 PR200908001 PR200908002 PR200909001 PR2009090002	07/22/09 08/05/09 08/19/09 09/02/09 09/16/09	PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	1 1 1		000071189 000071217 000071244 000071271 000071297 000071323 000071350	0 6 2 5 8	1355.30 1219.78 1490.82 1355.30 1355.30 1355.30 9487.10 9487.10		00 00 00 00 00 00 00 00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1 1 1 1 1 1 1 9 9
PR200907003 PR200908001 PR200908002 PR200909001 PR2009090002	07/08/0 07/22/0 08/05/0 08/19/0 09/02/0 2 09/16/0	DO-131 COMMI BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERI	N N N N N		000071181 00007121 00007124 00007127 00007129 00007132	70 46 12 75 38	0.00 1324.96 1324.96 1324.96 1324.96 1324.96 1324.96 9274.72	0 0 0 0 0 0 0	.00 .00 .00 .00 .00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 9 9
PR200907000 PR20090800 PR20090800 PR20090900 PR20090900	1 07/08/0 3 07/22/0 1 08/05/0 2 08/19/0 1 09/02/0 2 09/16/0	BEGIN ACCT BALANCE PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI	N N N N N		00007118 00007121 00007124 00007125 00007125 00007135	.70 146 112 375 238	0.00 1317.34 1317.34 1317.34 1317.34 1317.34 1317.34 9221.38		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 9 9
AP20090701 PR20090700 PR20090800 PR20090800 PR20090900	01 07/08/ 03 07/13/ 03 07/22/ 01 08/05/ 02 08/19/ 01 09/02/ 02 09/16/	DOO-133 COMM BEGIN ACCT BALANCE 09 PAYROLL DISTRIBUTION 09 ST ORDER#1025168 09 PAYROLL DISTRIBUTION 109 PAYROLL DISTRIBUTION 109 PAYROLL DISTRIBUTION 101 PAYROLL DISTRIBUTION 102 PAYROLL DISTRIBUTION 103 PAYROLL DISTRIBUTION 103 PAYROLL DISTRIBUTION 104 PAYROLL DISTRIBUTION 105 PAYROLL DISTRIBUTION 105 PAYROLL DISTRIBUTION 106 PAYROLL DISTRIBUTION 107 PAYROLL DISTRIBUTION 107 PAYROLL DISTRIBUTION 107 PAYROLL DISTRIBUTION 107 PAYROLL DISTRIBUTION 108 PAYROLL DISTRIBUTION 109 PAYROLL DISTRIBUTION 10	N ON ON ON		0000711 0000712 0000712 0000712 0000712 0000713	B 170 446 712 975 238	0.00 1274.0' 0.00 1274.0' 1274.0' 1274.0 1274.0 1274.0 8918.4	7 5 7 7 7 7 7 7 9 5	0.00 0.00 8.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 1 8

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J200907010 07/10/0 J200907030 07/29/0 J200908011 08/07/0 J200908028 08/27/0 J200909016 09/18/0	BEGIN ACCT BALANCE 9 FICA PR OF 07082009 9 FICA PR OF 07222009 9 FICA REIMB PR 08052 9 FICA PR OF 08192009 9 FICA PR OF 09022009 9 FICA PR OF 09162009 9 FICA PR OF 9/30/09 TOTAL ACCT FOR PERI	FICA FICA REIMF FICA FICA FICA FICA FICA	TREAS OF TREAS OF TREAS OF TREAS OF TREAS OF	DELAWARE DELAWARE DELAWARE DELAWARE DELAWARE DELAWARE DELAWARE	COUNTY COUNTY COUNTY COUNTY	0000496946 000049720 000049766 000049793 000049862 000049870 000049890	6 3 7 6 8	0.00 2756.92 2991.60 2670.92 2692.08 2740.13 2886.03 2653.03 19390.71	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	00 00 00 00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	2 2 2 2 2 2 2 2 19 19
2009 100-124-5-000 3J200907015 07/14/0	DOO-172 PERF BEGIN ACCT BALANCE DO PERF 2ND QTR 2009 TOTAL ACCT FOR PERI TOTAL ACCOUNT	00/00/ PERF 2NDQ	0000 T TREAS OF	7 DELAWARE	COUNTY	000049710)8	0.00 15643.23 15643.23 15643.23	0	.00 .00 .00	0.00 0.00 0.00 0.00	15 15 15
	DOO-173 HEAI BEGIN ACCT BALANCE D9 HEALTH INS JULY 09 D9 HEALTH INS AUG 09 D9 HEALTH INS REIMB SE TOTAL ACCT FOR PERI TOTAL ACCOUNT	HEALTH IN P HEALTH IN	0000 S TREAS OF	I DELAWAKE	COUNTI	00004373.	١ ر	0.00 20695.37 22250.00 22250.00 65195.37	(((0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	20 22 22 22 65 65
E.T200908028 08/27/	000-174 LIFE BEGIN ACCT BALANCE 09 LIFE INS JULY 09 09 LIFE INS AUG 09 09 LIFE INS REIMB SEPTOTAL ACCT FOR PERTOTAL ACCOUNT	00/00/ LIFE INS LIFE INS	TREAS O	F DELAWARE	E COUNTY	00004972 00004979 00004989	37	0.00 299.00 299.00 299.00 897.00	 - -	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	
	BEGIN ACCT BALANCE O9 DISABILITY INS JULY O9 DISB INS AUG O9 O9 DISABILITY INS REIN TOTAL ACCT FOR PER	DISABILI "DISABILI	0000 TREAS O	F DELAWARI F DELAWARI F DELAWARI	E COUNTY	00004979	37	0.00 632.03 632.03 632.03 1896.03 1896.03	3 3 9	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	1
2009 100-124-5-0	0000-176 UNE	MPLOYMENT										
2009 100-12 4- 5-0 PR200908002 08/19 PR200909001 09/02	D000-194 TRA BEGIN ACCT BALANCE /09 PAYROLL DISTRIBUTIO /09 PAYROLL DISTRIBUTIO	INING 00/00, ON ON	/0000			0000712 0000712		0.0 200.0 100.0	0	0.00 0.00 0.00	0.00 0.00 0.00)

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R200909002 09/16/09 R200909004 09/30/09	PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO TOTAL ACCOUNT	I		0000713238 0000713501		40.00 100.00 440.00 440.00	0.0 0.0 0.0	0.00	
R200908001 08/05/09	00-195 HOLI BEGIN ACCT BALANCE PAYROLL DISTRIBUTIO PAYROLL DISTRIBUTIO PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI-	7 7	000	0000712170 0000712446 0000713238		0.00 3408.40 135.76- 3094.72 6367.36 6367.36	0.0 0.0 0.0 0.0	0.00 0.00 0.00 0.00	3 3 6 6
PR200907003 07/22/0 PR200908001 08/05/0 PP200908008 08/13/0 PR200908002 08/19/0 PR200909001 09/02/0 PR200909002 09/16/0	00-196 OVER BEGIN ACCT BALANCE 9 PAYROLL DISTRIBUTIO 9 PAYROLL DISTRIBUTIO 9 STATE ORDER#1025555 9 PAYROLL DISTRIBUTIO 7 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO 11 TOTAL ACCT FOR PERI	00/00/04 N N N N N N N	000	0000711893 0000712170 0000712446 0000712712 0000712975 0000713238 0000713501	B 2	0.00 3063.26 2598.14 1604.48 0.00 701.68 1389.78 202.24 191.20 9750.78	0.0 0.0 0.0 15000.0 0.0 0.1 0.1 15000.	00.0 00.0	2 1 15 1 1)
AP200909015 09/23/0 PR200909004 09/30/0	BEGIN ACCT BALANCE 19 COUNTY COUNCIL APPR 19 COUNTY COUNCIL APPR 19 PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI TOTAL ACCOUNT	N	000	000071350	В В 1	0.00 0.00 0.00 3980.00 3980.00 3980.00	15000.	00 0.00 00 0.00 00 0.00	0 7 0 8 0 3 0 11
2009 100-124-5-000 2009 100-124-5-000 EJ200907004 07/09/0 EJ200907006 07/10/0 EJ200907012 07/23/0 EJ200908003 08/05/0 EJ200909008 09/03/0 EJ200909002 09/10/0 EJ200909010 09/10/0 EJ200909014 09/24/0	000-211 OFF1 BEGIN ACCT BALANCE 09 10-63695 09 CARD 8752 09 911 09 CARD#8752 09 CARD#8752 09 295330 09 98000602288	CE SUPPLIES	BATTERIES PLUS FIRST MERCHANTS BANK,N A DEL CO AUDITOR FIRST MERCHANTS BANK,N A FIRST MERCHANTS BANK,N A THOMAS BUSINESS CENTER LOWE'S MUNCIE HOME CENTE DEL CO AUDITOR	000049701 000049763 000007697 000049811	14 15 17 12 14 13	0.00 20.16 60.29 151.68 11.98 45.23 368.16 35.26 88.08	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0 0 0 0 0 0 0

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		TOTAL ACCOUNT					780.84	0.	0.0	00
;J200907004 ;J200907004 ;J200909002 ;J200909002 ;J200909002 ;J200909002	07/09/0 07/09/0 09/10/0 09/10/0 09/10/0 09/10/0 09/24/0 4 09/24/0	9 716607779 9 716615619 9 292115 9 296655 9 716623499 9 301999	716599841 291592 716607779 716615619 292115 296655 716623499 301999 302539	CINTAS CORP #716-UNITOG ALPHA WATER CONDITIONING CINTAS CORP #716-UNITOG CINTAS CORP #716-UNITOG ALPHA WATER CONDITIONING ALPHA WATER CONDITIONING	000049796 000049796 000049796 000049796 000049843 000049843	6 1 1 9 9 1	0.00 44.77 21.00 44.77 44.77 15.75 21.00 44.77 15.75 21.00 273.58 273.58	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	.00 0. .00 0. .00 0. .00 0. .00 0.	00 00
2009 100-1	124-5-000	00-232	UPS BATTERIES (TOWER)						
2009 100-1 EJ200909000 EJ200909001	2 09/10/0 2 09/10/0	BEGIN ACCT BAL 19 27 19 28	27 28 29		000049812 000049857	26	0.00 500.00 500.00 500.00 1500.00	0 0 0	0.00 0.00 0.00 0.00 0.00 0	.00 .00 .00 .00 .00 .00 .00 1
EJ20090700- EJ20090800: EJ200909020	4 07/09/0 4 07/09/0 3 08/05/0 0 09/24/0 0 09/24/0	BEGIN ACCT BAI BEGIN ACCT BAI 9 6/3 MILEAGE 9 MILEAGE 06/02/ 9 CARD#8752 9 SHUTTLE FROM A 9 CAB FROM HOTEI 9 PARKING INDY A TOTAL ACCOUNT	09 LORI COX IRPORT TO AI IRPORT	0000 LORI COX LORI COX FIRST MERCHANTS BANK,N A RANDY WIGGINS RANDY WIGGINS RANDY WIGGINS	000049673 000049673 000049763 000049863 000049863	30 37 58 58	0.00 66.00 19.36 566.40 6.00 14.00 66.00 737.76	(((((0.00 0 0.00 0 0.00 0 0.00 0 0.00 0	0.00 0.00 0.00 0.00 0.00 0.00 0.00
2009 100-	124-5-000	000-331	PRINTING							
2009 100-	124-5-000	000-350	LP GAS							
2009 100-	124-5-000	000-351	ELECTRIC							
2009 100-	124-5-000	000-361	EQUIPMENT REPAI	R						
2009 100-	124-5-000	000-362 BEGIN ACCT BAL	RADIO MAINT JUS ANCE 00/00/				0.00)	0.00	0.00

Page: 11

Expense Transaction Ledger

AS OF: 10/15/2009 BEG.BAL AS OF:

STARTING DATE :

ENDING DATE : 12/31/9999

STARTING BATCH : 200907

ATCH IUMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANDING ENCUMBRANCE		ACCO.
1J200907004 1J200908022 1J200908022 1J200909002 1J200909002	07/09/09 08/19/09 08/19/09 09/10/09 09/10/09	020 28583866-00001 2903 11661 46-UPS REPAIR	2019870792 020 2267972965 2903 11661 21177	TNT ELECTRONICS VERIZON WIRELESS SPRINT/NEXTEL VERIZON WIRELESS ADVANCED COMMUNICATIONS WTH TECH INC. PMT J & K COMMUNICATIONS INC	000049671 000049672 000049790 000049791 000049808 000049808 000049811	0 6 3 7 9	997.00 94.22 299.94 236.51 322.50 4025.00 175.00 999.95 7150.12	0.0 0.0 0.0 0.0 0.0 0.0	00 0.00 00 0.00 00 0.00 00 0.00 00 0	.00 .00 .00 .00 .00 .00 .00	4 7 7
2009 100-12	24-5-0000	00-364 EMD M	AINTENANCE								
2009 100-13 EJ200907004 EJ200908022 EJ200909014	07/09/09 08/19/09	BEGIN ACCT BALANCE 9 09115926 9 06004111 72 T-1 LINE	00/00/0 09115926 0600411172 10017236	INDIANA OFFICE OF TECHNOL	000049791	1	0.00 338.81 2354.76 321.17 3014.74	0. 0. 0.	00 0 00 0 00 0 00 0	0.00 0.00 0.00 0.00 0.00	2 3 3
2009 100-1	24-5-000	00-391 DUES	& SUBSCRIPT	TIONS							
EJ200907004 EJ200907006 EJ200908003 EJ200909008 EJ200909002	07/09/0 07/09/0 07/09/0 5 07/10/0 8 08/05/0 1 09/03/0 2 09/10/0	BEGIN ACCT BALANCE 9 SCHOOLING MEAL 9 MEAL FOR TRAINING 9 CARD 8752 9 CARD#8752	00/00/C LCOX LORI COX LCOX	LORI COX LORI COX FIRST MERCHANTS BANK,N A FIRST MERCHANTS BANK,N A FIRST MERCHANTS BANK,N A LORI COX WENDY WYNE RANDY WIGGINS	00004976	30 04 37 72 33 42	0.00 10.02 7.75 538.00 1157.08 255.00 9.39 11.86 227.49 2216.59 2216.59 376149.57 376149.57 376149.57 376149.57 376149.57	0. 0. 0. 0. 0. 0. 0. 0. 15113 15113 15113 15113	.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	2 2 361 361 361 361 361 361

^{*} End of Report: Delaware County *

DELAWARE COUNTY EMERGENCY COMMUNICATIONS CENTER

JUSTICE CENTER ROOM B-52 100 W. WASHINGTON STREET, MUNCIE, INDIANA 47305 765-747-0374 Fax: 765-747-4789

Quarterly Report: July, August, September 2009

Explanation of Expenses

Payroll 100-0000-(line item 106 to 198) 124 \$360,475.94 Operations Cost 100-0000-(line item 211 to 393) 124 \$15,673.63

City Payment: \$188,074.79

Total: \$376,149.57

Sandra & Campbell date 10/19/09

DELAWARE COUNTY

Page:

Expense Audit Trail Report

AS OF: 10/21/09

STARTING ACCOUNT: 100146

STARTING DATE : STARTING BATCH : 200907

STARTING ACCT YR: 2009

ENDING ACCOUNT: 100146zzz ENDING DATE : 12/31/9999

ENDING BATCH : 200909999

YEAR CHARGED: ENDING ACCT Y: 2009

BATCH NUMBER	POST DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR INVOICE	CHECK NUMBER	VENDOR BATCH	DEBIT AMOUNT	CREDIT AMOUNT	OTHER AMOUNT
100-146-5-000 EJ200909014-0297-	1 09/15/2009 TOTAL 100	45421308 -146-5-00000-211	0914103340	007678	0000498556	45421308	120.82 120.82	0.00	0.00 0.00
100-146-5-000 EJ200907004-0394- EJ200908006-0265- EJ200909002-0194-	-1 07/07/2009 -1 08/05/2009 -1 09/02/2009	0900055	0615104701 0723142243 0821110105	006019	0000496636 0000497370 0000498047	0900055	17166.66 / 17166.66 / 17166.66 / 51499.98	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
100-146-5-000 EJ200908006-0318-	-1 08/05/2009 TOTAL 100	1008660 0-146-5-00000-361	0722155210	007015	0000497400	1008660	4535.00 / 4535.00	0.00 0.00	0.00 0.00
100-146-5-000 EJ200907004-0395	000-362 -1 07/07/2009	0900047	0615104742		0000496636		4000.00 -		0.00
EJ200908006-0266- EJ200908014-0147- EJ200909002-0193-	-1 08/11/2009 -1 09/02/2009	0900056 SQ-19295	0723142740 0807092336 0821110034	006019 005587	0000497370 0000497738 0000498047	0900056 SQ-19295 0900064	4000.00 / 146.00 / 4000.00 /	0.00	0.00 0.00 0.00 0.00
100-146-5-00 EJ200907004-0476	-1 07/07/2009	0-146-5-00000-441 6 Department D COUNTY GENI		007040	0000496671	INV1007713	25278,50 25278,50 99049,72 99049,72 99049,72	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00

\$ 68,301.80 34150.90 /2

DELAWARE COUNTY EMERGENCY COMMUNICATIONS CENTER

JUSTICE CENTER ROOM B-52 100 W. WASHINGTON STREET, MUNCIE, INDIANA 47305 765-747-0374 Fax: 765-747-4789

Quarterly Report: October, November, December 2009

Explanation of Expenses

Payroll 100-0000-(line item 106 to 198) 124 \$395,731.09

Operations Cost 100-0000-(line item 211 to 393) 124 \$14,954.87

City Payment: \$205, 342.98

Total: \$410, 685.95

Sandra of Campbell

date 01-01-10

DELAWARE COUNTY

Page:

Expense Transaction Ledger

AS OF: 01/15/2010 BEG.BAL AS OF:

STARTING DATE :

ENDING DATE : 12/31/9999

STARTING BATCH : 200910

ATCH Umber	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTAND ENCUMBRA		ACCO BALA
R200910002 R200911001 R200911002 R200912002	24-5-000 10/14/0 10/28/0 11/10/0 11/25/0 12/09/0		TION TION TION TION TION TION	CH.	000071376 000071402 000071427 000071452 000071517	16 17 24 16	0.00 1347.69 1347.69 1347.69 1347.69 1347.69 8086.14	0 0 0 0 0	.00 .00 .00 .00 .00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 8
PR200910002 PR200911001 PR200911002	1 10/14/0 2 10/28/0 1 11/10/0 2 11/25/0 2 12/09/0	BEGIN ACCT BALAN PAYROLL DISTRIBU TOTAL ACCT FOR P	TION TION TION TION TION TION		000071370 000071400 000071420 000071450 00007151 00007154	26 77 24 76	0.00 1309.76 1309.76 1309.76 1309.76 1309.76 7858.56		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 7
PR200910003 PR200911003 PR200911003 AP200911023 PR200912003	1 10/14/0 2 10/28/0 1 11/10/0 2 11/25/0 8 11/30/0 2 12/09/0	BEGIN ACCT BALAN PAYROLL DISTRIBU TOTAL ACCT FOR P	TION TION TION TION NCIL TION TION		00007137 00007140 00007142 00007145 00007154)26 ?77 524 B 176	0.00 1362.88 1362.88 1362.88 0.00 1362.88 1362.88 8177.28	1:	0.00 0.00 0.00 0.00 0.00 55.00- 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 8
PR20091000 PR20091000 PR20091100 PR20091100 AP20091102	1 10/14/0 2 10/28/0 1 11/10/0 2 11/25/0 8 11/30/0 2 12/09/0	BEGIN ACCT BALAN PAYROLL DISTRIBU	TION TION TION TION NCIL TION		00007137 00007140 00007145 00007157 0000715	026 277 524 B 176	0.00 1274.07 1274.07 1274.07 1274.07 0.00 1274.07)) 20	0.00 0.00 0.00 0.00 0.00 0.00- 0.00	0.00 0.00 0.00 0.00 0.00 0.00	1 1 1 1 1 2 1

AS OF: 01/15/2010 BEG. BAL AS OF:

STARTING DATE :

RUDGIDO CATALATIN AGUSTIAL

2009 100-124-5-00000

COMMUNICATION TECH.

STARTING BATCH : 200910

BATCH	FISCAL	TRANSACTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANDING ENCUMBRANCE		ACCO BALA
NUMBER	DATE	DESCRIPTION TOTAL ACCT FOR PERIO TOTAL ACCOUNT				-	7644.42 7644.42	2000. 2000.		.00 .00	9 9
PR200910002 PR200911001 PR200911002	10/14/09 10/28/09 11/10/09 11/25/09	BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO			000071370 000071402 000071422 000071452 000071512	26 17 - 24 16	0.00 1347.69 1347.69 1347.69 1347.69 1347.69 8086.14	0. 0. 0 0 0 0 0	.00 0 .00 0 .00 0 .00 0 .00 0	.00 .00 .00 .00 .00 .00 .00 .00	1 1 1 1 1 8 8
PR200910002 PR200911001 PR200911002	10/14/0 10/28/0 11/10/0 11/25/0 12/09/0	DOCUMENTO COMMINICATION OF PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIOD TOTAL ACCOUNT	! 		00007137 00007140 00007142 00007143 00007157)26 ?77 524 176	0.00 1274.07 1274.07 1274.07 1274.07 1274.07 1274.07 7644.42	(0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 7
PR200910002 PR200911001 PR200911002	10/14/0 2 10/28/0 11/10/0 2 11/25/0	BEGIN ACCT BALANCE 19 PAYROLL DISTRIBUTIO 10 PAYROLL DISTRIBUTIO	1 1 1 1		0000713 0000714 0000714 0000715 0000715	0 2 6 277 52 4 176	0.00 1317.34 1317.34 1317.34 1317.34 1317.34 7904.04	 	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 7
PR200910002 PR200911001 PR200911002	1 10/14/0 2 10/28/0 1 11/10/0 2 11/25/0 2 12/09/0	BEGIN ACCT BALANCE D9 PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI-	4 1 1 1		0000713 0000714 0000714 0000714 0000715	1026 1277 1524 5176	0.0 1274.0 1274.0 1274.0 1274.0 764.3 1264.2 7124.8	7 7 7 7 1 1 13	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1 1 : : : : : : : : : : : : : : : : : :

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Expense Transaction Ledger

AS OF: 01/15/2010 BEG.BAL AS OF:

STARTING DATE : STARTING BATCH : 200910

ENDING DATE : 12/31/9999

BATCH NUMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR Name	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANDING ENCUMBRANCES	ACCO BALA
PR200910002 PR200911001 PR200911002 PR200912002	10/28/09 11/10/09 11/25/09 12/09/09	BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO		0000	000071376 000071402 000071427 000071452 000071517	6 7 4 6	0.00 1309.76 1309.76 1309.76 1309.76 1309.76 1309.76 7858.56	0.0 0.0 0.0 0.0 0.0 0.0	0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00	1 1 1 1 1 7
PR200910002 PR200911001 PR200911002 PR200912002	10/14/09 10/28/09 11/10/09 11/25/09	COMMU BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO TOTAL ACCOUNT			000071376 000071402 000071422 000071452 000071512	26 17 2 4 16	0.00 1287.00 1287.00 1287.00 1287.00 1287.00 1287.00 7722.00	0.	0.00 00 00 00 00 00 00	1 1 1 1 1 7
PR200910002 PR200911002 PR200912002	10/14/09 10/28/09 11/25/09	COMMU BEGIN ACCT BALANCE PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO TOTAL ACCOUNT			00007137 00007140 00007145 00007151 00007154	26 24 76	0.00 1274.07 1274.07 1264.26 1264.26 1264.26 6340.92	0. 0. 0. 0. 0.	00 0.00 00 0.00 00 0.00 .00 0.00 .00 0.00 .00 0.00	1 1 1 1 1 1 1 1
PR200910002 PR200911001 PR200911002 PR200912002	10/14/09 10/28/09 11/10/09 11/25/09	COMMU BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIOR TOTAL ACCOUNT			00007137 00007140 00007142 00007145 00007154	26 77 24 76	0.00 1274.07 1274.07 1274.07 1274.07 1274.07 1274.07 7644.42	0 0 0 0 0 0	.00 0.0 .00 0.0 .00 0.0 .00 0.0 .00 0.0 .00 0.0 .00 0.0	0 1 0 1 0 1 0 1 0 1 0 1
PR200910002	10/14/09 10/28/09	COMMUNICATION BEGIN ACCT BALANCE PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION	TE MOLTATION TE 00/00/0		00007137 00007140 00007142	26	0.00 1317.34 1317.34 1317.34	0	.00 0.0 .00 0.0 .00 0.0	0 0

AS OF: 01/15/2010 BEG. BAL AS OF:

STARTING DATE : STARTING BATCH : 200910

RATCH JUMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR Name	CHECK Number	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANDING ENCUMBRANCE	_	ACCO BALA
PR200911002	11/25/09	9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO TOTAL ACCOUNT	N N		0000714524 0000715176 0000715431	5	1317.34 1317.34 1317.34 7904.04	0.	00 0 00 0 00 0	.00 .00 .00 .00	1 1 1 7 7
PR200910002 PR200911001 PR200911002	10/14/09 10/28/09 11/10/09 11/25/09/0	BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	N N N N		000071376 000071402 000071427 000071452 000071517	16 17 24 16	0.00 1309.76 916.88 1309.76 1309.76 1309.76 7465.68	0 0 0 0 0	.00 (0 .00 (0 .00 (0).00 (0).00 (0).00 (0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 7 7
PR200910002 PR200911001 PR200911002	1 10/14/0 2 10/28/0 1 11/10/0 2 11/25/0	DOO-COMM BEGIN ACCT BALANCE D9 PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI TOTAL ACCOUNT	MC MC MC MC MC MC MC MC MC MC MC MC MC M		00007137 00007140 00007142 00007145 00007154	26 277 524 176	0.00 1279.42 1279.42 1279.42 1279.42 1279.42 1676.52	2	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	7
PR20091000 PR20091000 PR20091100 PR20091100 AP20091102	01 10/14/9 02 10/28/ 01 11/10/9 02 11/25/ 28 11/30/	BEGIN ACCT BALANCE OP PAYROLL DISTRIBUTIO OP PAYROLL DISTRIBUTIO OP PAYROLL DISTRIBUTIO OP PAYROLL DISTRIBUTIO OP TRANS PER CO COUNCI OP PAYROLL DISTRIBUTIO OP PAYROLL DISTRIBUTIO OP PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI	ON ON ON ON ON		0000713 0000714 0000714 0000714 0000715	026 277 524 176	0.0 1274.0 1406.7 1279.4 1279.4 0.0 1279.4 7798.4	7 0 2 2 2 10 11 12 12	0.00 0.00 0.00 0.00 0.00 55.00 0.00 55.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
PR20091000 PR20091100	01 10/14/ 02 10/28/ 01 11/10/	BEGIN ACCT BALANCE /09 PAYROLL DISTRIBUTIO	ON ON ON		0000713 0000714 0000714 0000714 000071	4026 4277 4524	0.0 1340. 1340. 1340. 1340.	10 10 10 10	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0 0 0 0 0

AS OF: 01/15/2010 BEG.BAL AS OF:

STARTING DATE : 200910

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	STA	ARTING BATCH : 20031	J		D . (72.10							
TCH MBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME		CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTA ENCUME	nding Rances	BALA:
200912003	12/23/09	PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO TOTAL ACCOUNT	D			000071543	31	1340.10 8040.60 8040.60	0	.00 .00 .00	0.00 0.00 0.00	1 8 8
R200910002 R200911001 R200911002	10/14/09 10/28/09 11/10/09 11/25/09	BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	 			00007137 00007140 00007142 00007145 00007154	26 77 24 76	0.00 1287.00 1287.00 1287.00 1287.00 1287.00 1287.00 7722.00	1	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 1 7
PR200910002 PR200911001 PR200911002	10/14/0 2 10/28/0 1 11/10/0 2 11/25/0	COMMI BEGIN ACCT BALANCE 9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION 9 PAYROLL DISTRIBUTION 19 PAYROLL DISTRIBUTION 19 PAYROLL DISTRIBUTION 19 PAYROLL DISTRIBUTION 19 PAYROLL DISTRIBUTION 10 PAYROL	N N N N			00007137 00007140 00007142 00007149 0000715	026 277 524 176	0.00 1347.69 1347.69 1347.69 1347.69 1347.69 8086.14		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00	8
PR20091000 PR20091100 PR20091100	1 10/14/0 2 10/28/0 1 11/10/0 2 11/25/0 2 12/09/0	BEGIN ACCT BALANCE PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI	N N N N			0000713 0000714 0000714 0000715 0000715	1026 1277 1524 5176	0.00 1347.6 1347.6 1347.6 1347.6 1347.6 1347.6 8086.1	9 9 9 9 9 9	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00	1 0 1 0 1 0 1 0 1 0 1
PR20091000 PR20091000 PR20091100 PR20091100	01 10/14/ 02 10/28/ 01 11/10/ 02 11/25/	BEGIN ACCT BALANCE OP PAYROLL DISTRIBUTIO TOTAL ACCT FOR PERI	M M M			000071 000071 000071 000071 000071	4026 4277 4524 5176	0.0 1347.6 1347.6 1347.1 1347.1 1347.8 8086.	59 59 59 69 69	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0	0 1 0 1 10 1 10 1 00 1 00 1

AS OF: 01/15/2010 BEG.BAL AS OF:

STARTING DATE :

DEUTHOR COTALOTTY AND JEIGT

STARTING BATCH : 200910

BATCH NUMBER	FI SCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANDING ENCUMBRANCES	BALA:
PR200910002 PR200911001 PR200911002 PR200912002	10/14/09 10/28/09 11/10/09 11/25/09	BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO			0000713769 0000714020 000071427 000071452 000071517 000071543	6 7 4 6	0.00 1274.07 1274.07 1274.07 1274.07 1274.07 1274.07 7644.42	0: 0: 0: 0: 0: 0: 0: 0:	.00 0.00 .00 0.00 .00 0.00 .00 0.00 .00 0.00 .00 0.00 .00 0.00	1 1 1 1 1 7
PR200910002 PR200911001 PR200911002	10/14/09 10/28/09 11/10/09 11/25/09	OIC BEGIN ACCT BALANCE PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	 	0000	000071376 000071402 000071427 000071452 000071517	26 17 24	0.00 300.00 480.00 680.00 760.00 340.00 2560.00	() () () ()	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 0.00 0.0 0.00 0.0)))))) 2
PR200910002 PR200911001 PR200911002 PR200912002	10/14/0 10/28/0 11/10/0 11/25/0 12/09/0	DO-COMMU BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	 		000071374 00007140 00007142 00007145 00007151	26 77 2 4 76	0.00 1355.30 1355.30 1355.30 1355.30 1355.30 8131.80		0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0	0 1 0 1 0 1 0 1 0 1 0 1
PR200910002 PR200911001 PR200911002 PR200912002	10/14/0 10/28/0 11/10/0 11/25/0 12/09/0	COMMU BEGIN ACCT BALANCE 9 PAYROLL DISTRIBUTION 10 TOTAL ACCT FOR PERIO			00007137 00007140 00007142 00007145 00007151	26 77 24 76	0.00 1324.96 1324.96 1324.96 1324.96 1324.96 7949.76		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	00 1 00 1 00 1 00 1 00 1 00 1 00 7
2009 100-1 PR200910001		COMMU BEGIN ACCT BALANCE PAYROLL DISTRIBUTION	NICATION TE 00/00/0		00007137	165	0.00 1317.34		0.00 0. 0.00 0.	

AS OF: 01/15/2010 BEG.BAL AS OF:

STARTING DATE :

ENDING DATE : 12/31/9999

STARTING BATCH : 200910

LIFE INSURANCE

2009 100-124-5-00000-174

IATCH IUMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR Name			CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTAN ENCUMBR		ACCO BALA
PR200911001 PR200911002	11/10/09 11/25/09 12/09/09	PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO					0000714026 0000714277 0000714524 0000715176 0000715431		1317.34 1317.34 1317.34 1317.34 1317.34 7904.04	0. 0. 0 0	00 00 .00 .00 .00 .00	0.00 0.00 0.00 0.00 0.00 0.00	1 1 1 1 1 7
PR200910002 PR200911001 PR200911002	10/14/09 10/28/09 11/10/09 11/25/09/09	DO-COMMO BEGIN ACCT BALANCE PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	 				0000713765 0000714020 000071427 000071452 0000715170 000071543	5 7 4 6	0.00 1274.07 1274.07 1274.07 1274.07 1274.07 7644.42	() () () ()	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1 1 1 1 1 7
EJ200910021 EJ200911021 EJ200911030 EJ200912013	10/19/0 10/30/0 11/12/0 11/30/0 3 12/11/0	BEGIN ACCT BALANCE 9 FICA REIMB PR1014200 9 FICA REIMB PR 10/280 9 FICA REIMB 11/10/200	FICAREIMB FICA REIM FICA 11/2 FICA FICA FICA FICAPR122	TREAS OF TREAS OF B TREAS OF TREAS OF TREAS OF	DELAWARE DELAWARE DELAWARE DELAWARE	COUNTY COUNTY COUNTY COUNTY	000049996 000050002 000050038 000050038	8 5 3 12 13	0.00 2644.19 2876.69 2649.96 2982.33 1392.30 3286.94 3129.80 18962.21		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	18
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AS OF: 01/15/2010 BEG.BAL AS OF:

ENDING DATE : 12/31/9999

STARTING DATE : STARTING BATCH : 200910

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BATCH NUMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	HUMBE			DEBIT AMOUNT	CREDIT AMOUNT	OUTSTAN ENCUMBE	ANCES	acco Bala	
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AS OF: 01/15/2010 BEG.BAL AS OF:

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BATCH FISCAL NUMBER DATE	TRANSACTION DESCRIPTION		VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT		OUTSTANDI NG ENCUMBRANCES	ACCO BALA
pp::002200	PAYROLL DISTRIBUTION PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO TOTAL ACCOUNT			0000715176 0000715431		798.46 5837.81 9659.13 9659.13	0.00 0.00 0.00 0.00	0.00	5 9 9
PR200910001 10/14/09 PR200910002 10/28/09 AP200910019 11/02/09 PR200911001 11/10/0 PR200911002 11/25/0	DO-198 PART BEGIN ACCT BALANCE ST BOARD ORDER 10260 PAYROLL DISTRIBUTION CO COUNCIL TRANS1028 PAYROLL DISTRIBUTION TOTAL ACCT FOR PERIO	00/00/00		0000713765 0000714020 000071427 0000714524 000071517 000071543	6 B 7 4 6	0.00 0.00 4150.00 5040.00 0.00 4860.00 4340.00 5640.00 5000.00 29030.00	0.0 18000.0 0.0 0.0 17000.0 0.0 0.0 35000.0	0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00	18 4 5 17 4 4 5 5 5 5
2009 100-124-5-000 2009 100-124-5-000 EJ200910007 10/07/0 EJ200910009 10/22/0 EJ200910009 10/22/0 EJ200910009 10/22/0 EJ200910009 10/22/0 EJ200910009 10/22/0 EJ200910009 11/12/0 EJ200912001 12/10/0 EJ200912017 12/23/0 EJ200912019 12/23/0 EJ200912019 12/23/0 EJ200912019 12/23/0	00-211 OFFIC BEGIN ACCT BALANCE 9 CARD 8752 9 10-67003 9 10-67227 9 PAPER 9 CARD 2288 19 45511012 19 CARD #8752 19 297833 19 911 19 298706 19 911	CE SUPPLIES 00/00/0 COX 10-67003 10-67227 911 912375 45511012 LCOX 297833 PAPER 298706 PAPER 298613	FIRST MERCHANTS BANK, N A BATTERIES PLUS BATTERIES PLUS DEL CO AUDITOR LOWE'S MUNCIE HOME CENTE GOVCONNECTION, INC FIRST MERCHANTS BANK, N A THOMAS BUSINESS CENTER DEL CO AUDITOR THOMAS BUSINESS CENTER DEL CO AUDITOR SANDY CAMPBELL THOMAS BUSINESS CENTER	000049901 000049901 000049908 R 000049911 000049913	7 17 18 18 39 20 67 68 35	0.00 352.52 142.06 119.98 161.58 57.59 74.60 13.98 43.99 53.86 109.09 134.65 23.49 9.00	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	00 0.00)))))) 0 0 0 0
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ENDING DATE : 12/31/9999 ENDING BATCH : 200912999

STARTING DATE : STARTING BATCH : 200910

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A		RANSACTION DESCRIPTION		DOCUMENT REFERENCE	VENDOR NAME		CHECK Number	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTA ENCUMB		ACCO BALA
EJ200912001 12/1 EJ200912017 12/2 EJ200912019 12/2	23/09 7 23/09 3 1	116647377		287116 716647377 322054	ALPHA WATER (CINTAS CORP ALPHA WATER	#716-UNITOG	0000500081 0000500400 0000500700)	26.25 44.77 26.25 325.31 325.31	0 0 0	.00 .00 .00).00).00	0.00 0.00 0.00 0.00 0.00	
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			1100	030	JAN KORNILOW	i MD	000049915	6	500.00		0.00	0.00	
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EJ200910007 10/	/07/09	CARD 8/52			LORI COX	inite prairies	00004988		22.88		0.00	0.00	
EJ200910002 10/	/08/09	MILEAGE		MILEAGE	LORI COX		00001988		306.24		0.00	0.00	
EJ200910002 10/	/08/09	MILEAGE		MILEAGE	SANDY CAMPBI	PT I	00004993		52.10		0.00	0.00	
EJ200910019 10/	/28/09	mi leage		MILEAGE	RANDY WIGGI		00004995		52.80		0.00	0.00	
EJ200911002 11/	/05/09	MILEAGE		MILEAGE		MD.	00004999		102.96		0.00	0.00	
EJ200911020 11/	/12/09	MILEAGE		MILEAGE	KIM DAVIS	_			113.08		0.00	0.00	
EJ200911013 11/	/19/09	MILEAGE		MILEAGE	ADAM GARRET		00004998		60.72		0.00	0.00	
EJ200911013 11/	/19/09	MI LEAGE		MILEAGE	APRIL BUCKL		00004998				0.00	0.00	
EJ200911013 11/	/19/09	MILEAGE		MILEAGE	KELLI DULAN		00004998		44.00			0.00	
EJ200911013 11/	/19/09	MILEAGE		MI LEAGE	CARLY ACREE		00004998		89.7		0.00		
EJ200911013 11/	/19/09	MILEAGE		MILEAGE	JOHN MILLER		00004998		74.3		0.00	0.00	
EJ200911013 11/	/10/00	MILEAGE		MILEAGE	LORINDA STR	IEGEL	00004999	931	43.1		0.00	0.00	
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STARTING DATE STARTING BATCH : 200910 ENDING DATE

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OUTSTANDING ACCO[®] CREDIT CHECK В DEBIT DOCUMENT VENDOR FISCAL TRANSACTION BALA **ENCUMBRANCES** ATCH **TRUOMA** THUOMA NUMBER T REFERENCE NAME DESCRIPTION DATE UMBER 3000.00-0.00 0.00 В P200911028 11/30/09 TRANS PER CO COUNCIL 0.00 3 3000.00-0.00 TOTAL ACCT FOR PERIOD 0.00 3000.00-0.00 TOTAL ACCOUNT EQUIPMENT REPAIR 2009 100-124-5-00000-361 0.00 0.00 0.00 BEGIN ACCT BALANCE 00/00/0000 0.00 0.00 816.50 0000499030 EJ200910009 10/22/09 962522 LEHMAN'S INC. MUNCIE 962522 0.00 290.00 0.00 0000499941 0911020027 WEBER OFFICE EQUIP INC EJ200911020 11/12/09 091102-0027 1892.00 0.00 1 0.00 AP200912008 12/09/09 PER S CAMPBELL/GB 0.00 0.00 85.00 0000500347 11302009 EJ200912004 12/10/09 11302009 JONES LOCKSMITH 0.00 0.00 233.60 0000500359 THOMAS BUSINESS CENTER 298404 EJ200912004 12/10/09 298404 2 0.00 0.00 2000.00 В AP200912016 12/16/09 TRANS PER S CAMPBELL 0.00 0.00 233.60 0000500568 EJ200912017 12/23/09 298706 298706 THOMAS BUSINESS CENTER 0.00 0.00 725.00 0912150010 WEBER OFFICE EQUIP INC 0000500703 EJ200912019 12/23/09 091215-0010 0.00 0.00 356.21 0000500708 10-69007 BATTERIES PLUS EJ200912019 12/23/09 10-69007 0.00 0.00 233.60 0000500761 THOMAS BUSINESS CENTER 298613 EJ200912019 12/23/09 298613 3892.00 0.00 2973.51 TOTAL ACCT FOR PERIOD 3892.00 0.00 2973.51 TOTAL ACCOUNT RADIO MAINT JUSTICE CENTER 2009 100-124-5-00000-362 0.00 0.00 0.00 BEGIN ACCT BALANCE 00/00/0000 0.00 0.00 286.00 2294683314 VERIZON WIRELESS 0000498973 EJ200910008 10/16/09 2294683314 0.00 0.00 36.75 0000499186 2315628 LANGUAGE LINE SERVICES EJ200910009 10/22/09 2315628 0.00 17 0.00 17000.00-В AP200910019 11/02/09 CO COUNCIL TRANS1028 804.94-0.00 0.00 В AP200911007 11/06/09 TRANS PER S CAMPBELL 0.00 0.00 104.10 0000499695 EJ200911009 11/06/09 135920264649151400 VERIZON NORTH 0.00 0.00 299.94 0000499700 EJ200911009 11/06/09 707359817-022 707359817 SPRINT 0.00 26.99 0.00 0000499926 9020921031 LANGUAGE LINE SERVICES EJ200911013 11/19/09 9020921031 0.00 1177.38-1 В 0.00 AP200911019 11/20/09 TRANS PER S CAMPBELL 0.00 4000.00-0.00 В AP200911028 11/30/09 TRANS PER CO COUNCIL 0.00 104.10 0.00 0000500353 EJ200912004 12/10/09 317 710-7281 VERIZON NORTH 0.00 0.00 EJ200912006 12/11/09 707359817-023 707359817 SPRINT 149.97 0000500376 2 2000.00-0.00 0.00 В AP200912016 12/16/09 TRANS PER S CAMPBELL 0.00 0.00 200.00-В AP200912016 12/16/09 TRANS PER S CAMPBELL 0.00 0.00 149.97 0000500751 EJ200912019 12/23/09 707359817-024 SPRINT 0.00 198.31 0.00 0000500868 VERIZON WIRELESS EJ200912023 12/23/09 2322885444 0.00 104.10 0.00 EJ200912039 12/30/09 135920264649151400 3177107281 VERIZON NORTH 0000500959 2€ 0.00 1460.23 25182.32-TOTAL ACCT FOR PERIOD 26 0.00 1460.23 25182.32-TOTAL ACCOUNT EMD MAINTENANCE 2009 100-124-5-00000-364 T1 LINE 2009 100-124-5-00000-365 0.00 0.00 0.00 BEGIN ACCT BALANCE 00/00/0000 0.00 0.00 1177.38 0000498972 EJ200910008 10/16/09 0600442288 0600442288 AT&T NEWWARK 804.94 0.00 0.00 В AP200911007 11/06/09 TRANS PER S CAMPBELL 0.00 0.00 2354.73 0000499703 0600472968 ATLT NEWWARK EJ200911009 11/06/09 0600472968

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3ATCH JUMBER	FISCAL DATE	TRANSACTION DESCRIPTION	DOCUMENT REFERENCE	VENDOR NAME	CHECK NUMBER	B T	DEBIT AMOUNT	CREDIT AMOUNT	OUTSTANDING ENCUMBRANCES	ACCO BALA
AP200911019 EJ200911026	11/20/09 11/20/09	TRANS PER S CAMPBELI 0600503273 11-1 THRU TOTAL ACCT FOR PERIO TOTAL ACCOUNT	J JUST CTK	AT&T	0000499977	В	0.00 1177.38 4709.49 4709.49	1177.3 0.0 1982.3 1982.3	0.00 2 0.00	1 1 2 2
E.T200912019	12/16/09	BEGIN ACCT BALANCE TRANS PER S CAMPBELI KELLI DULANEY RANDY WIGGINS TOTAL ACCT FOR PERIO	328384 328384 OD		0000500770 0000500770		0.00 0.00 92.00 92.00 184.00	0.0 200.0 0.0 0.0 200.0	0.00 0.00 0.00 0.00 0.00	
EJ200911002 EJ200911002 EJ200911002 EJ200911003 EJ200911013	10/07/0 10/08/0 10/22/0 11/05/0 11/05/0 11/19/0	BEGIN ACCT BALANCE 9 CARD 8752 9 KFC 9 CRACKER BARREL 9 6979 9 6978 9 MEALS 99 MEALS 19 MEALS		FIRST MERCHANTS BANK,N A LORI COX RHIANNON O'DELL SANDRA CAMPBELL SANDRA CAMPBELL KABA MARLA KIM DAVIS KIM DAVIS KIM DAVIS SANDY CAMPBELL KELLI DULANEY PATRICK RICHMOND PATRICK RICHMOND PATRICK RICHMOND CARLY ACREE CARLY ACREE CARLY ACREE JOHN MILLER JOHN MILLER JOHN MILLER LORINDA STRIEGEL APCO INTERNATIONAL INC. HAROLD MASON HAROLD MASON HAROLD MASON	000049894 000049811 000049950 000049950 000049980 00005005	77 100 101 101 101 101 101 101 101 101 1	0.00 502.68 8.93 7.95 8.68 9.18 10.01 9.67 10.07 8.35 8.82 8.59 11.44 11.32 6.37 13.55 11.93 14.40 15.65 18.86 19.20 15.10 0.00 507.18 60.00 6.57 11.42 198.00 1513.92 410685.96	0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	00 0.00 00 0.00 00 0.00 00 0.00 00 0.00 00 0.00 00 0.00 00 0.00 00 0.00 00 0.00 .00 0.00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
		TOTAL DEPT FOR PERIO TOTAL DEPT TOTAL FUND FOR PERIO					410685.9	6 18000	0.00	00 39:

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BATCH	FISCAL	TRANSACTION	DOCUMENT	VENDOR	CHECK	B	DEBIT	CREDIT	OUTSTANDING	ACCO
NUMBER	DATE	DESCRIPTION	REFERENCE	NAME	Number	T	AMOUNT	AMOUNT	ENCUMBRANCES	BALA
		TOTAL FUND TOTAL PERIOD TOTAL					410685.96 410685.96 410685.96	18000.0 18000.0 18000.0	0.00	392 392 392

^{*} End of Report: Delaware County *

PROVISIONAL AGREEMENT

The City of Muncie and Delaware County enter into this Provisional Agreement this day of June, 2010 regarding the operations of the 911 communications center pending the resolution of the forthcoming litigation regarding the Interlocal Cooperation Agreement.

- 1. On or before July 9, 2010, the City of Muncie will pay Delaware County \$300,000.00. This payment of \$300,000.00 is being made by the City under protest and duress and is in no way an admission by the City of any monies due and owing to the County, or that \$300,000.00 is the proper amount allegedly due and owing under the Interlocal Cooperation Agreement. It is expressly understood by the City and the County that the \$300,000.00 payment is the subject of forthcoming litigation and could be ordered to be paid back to the City, if it is later determined by a court of law that the City owes less than \$300,000.00 under the current Interlocal Cooperation Agreement. This \$300,000.00 payment is being made under a claim of protest and duress in light of the County's threatened termination of those services identified in Mr. Quirk's correspondence and characterized by the County as "non-essential." The County and the City agree that this payment is not an admission of liability and is no way to be interpreted as a waiver of any rights, claims and/or defenses the City may have.
- After receipt of a sufficient tax draw, the City agrees to pay into the Delaware County Circuit Court the sum of \$441,348.14, pending resolution of the 2. forthcoming litigation. The Parties agree and understand that this money is disputed money and is being made under a claim of protest and duress and is in no way an admission by the City of any monies due and owing to the County. This sum represents the monies the County contends are due and owing for 2009 and 2010. It is expressly understood by the City and the County that this payment is the subject of forthcoming litigation and could be ordered to be paid back to the City, if it is later determined by a court of law that the City does not owe these amounts under the current Interlocal Cooperation Agreement. This payment is being made under a claim of protest and duress in light of the County's threatened termination of those services identified in Mr. Quirk's correspondence and characterized by the County as "non-essential." The County and the City agree that this payment is not an admission of liability and is no way to be interpreted as a waiver of any rights, claims and/or defenses the City may have. The parties agree and understand that this money is to be held in escrow by the Delaware County Circuit Court pending final resolution of the forthcoming litigation that will be filed by the City of Muncie, to be filed no later than July 9, 2010.
- 3. After receipt of a sufficient tax draw, the City agrees to pay into the Delaware County Circuit Court the amounts of any future invoices received for services rendered in the ordinary course of business, pending resolution of the forthcoming litigation. The Parties agree and understand that this money is disputed money and is being made under a claim of protest and duress and is in no way an admission by the City of any monies due and owing to the County. It is expressly understood by



the City and the County that this payment is the subject of forthcoming litigation and could be ordered to be paid back to the City, if it is later determined by a court of law that the City does not owe these amounts under the current Interlocal Cooperation Agreement. This payment is being made under a claim of protest and duress in light of the County's threatened termination of those services identified in Mr. Quirk's correspondence and characterized by the County as "non-essential." The County and the City agree that this payment is not an admission of liability and is no way to be interpreted as a waiver of any rights, claims and/or defenses the City may have. By this agreement, the parties agree that the County is not waiving any claims it may have regarding reimbursement for the upgrade of equipment. The parties agree and understand that this money is to be held in escrow by the Delaware County Circuit Court pending final resolution of the forthcoming litigation that will be filed by the City of Muncie.

- 4. During the pendency of the forthcoming litigation, the County will maintain the status quo regarding 911 operations and will not incur additional expense beyond that incurred during the ordinary course of business; and
- 5. The County rescinds its proposed termination of services outlined in your June 17, 2010 and June 24, 2010 correspondence.
- 6. The parties and signatories hereto represent, agree and warrant that they have the exclusive authority to enter into this Agreement on behalf of the City of Muncie and Delaware County.

Jason R. Delk, City Attorney

Todd Donati, Del. County Commissioner

Don Dunnuck, Del. Jounty Commissioner

Larry Bledsee, Del. County Commissioner

John Quirk, Del. County Attorney

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todd Donati (tdonati@co.delaware.in.us) 🖉 😕

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I am going to sent this definition to Jason let me know

Jason, It is our understanding that the phrase "sufficient tax draw" as used by the City of Muncie in this 911 agreement shall be defined as: Once the City of Muncie receives their tax draws in an amount to satisfy the outstanding invoices, the City of Muncie shall then pay in accordance with the agreement.

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