

**Rising Sun City Council  
Special Meeting/Budget Adoption Hearing  
September 21, 2017  
6:00 PM City Hall**

**Call to order/Pledge**

The meeting was called to order at 6:00pm with the Pledge of Allegiance led by Mayor Brent Bascom. A determination of quorum was made by Clerk Treasurer Gipson with the following Councilmembers in attendance: Swede Colen, Sheena Graham, Bill Marksberry, and Bud Radcliff. There was no Attorney present at the meeting.

**Minutes**

There were no minutes to address at this meeting.

**Budget Reduction Ordinance 2017-16**

Gipson noted at the Sept 7, 2017 meeting Ordinance 2017-12 was approved to reduce certain 2017 appropriations to allow us to make 2018 appropriations for these funds. Gipson had informed Council and Mayor Bascom the 2017 appropriations for many of these funds will not make their expenditures by December 31, 2017 but rather between January 1 and December 31, 2018. Therefore, the expenditures will occur in either 2017 or 2018, but not both. In order to provide appropriation for these funds in 2018, a Reduction Ordinance was proposed to potentially keep from doing an Additional Appropriation in early 2018. In reviewing appropriations it appears Redevelopment spent more than originally anticipated during budget preparation. Gipson stated she is proposing another Reduction Ordinance 2017-16 which rescinds 2017-12 and reduces Redevelopments reduction amount to 0. The Redevelopment Budget will now have to be placed on an additional appropriation for early 2018. Gipson stated she addressed this with DLGF and City Financial Consultant Jeff Peters and both are good with this process. After discussion a motion was made by Councilwoman Graham to suspend the rules and address this Ordinance for 2<sup>nd</sup> Reading, 2<sup>nd</sup> by Councilman Marksberry; motion carried 4-0. After further discussion a motion was made by Councilman Marksberry to approved Ordinance 2017-16 Reduction Ordinance, 2<sup>nd</sup> by Councilman Radcliff; motion carried 4-0.

**Ordinance 2017-13-- Budget Adoption 2018 Budget**

Clerk Treasurer Gipson presented Ordinance 2017-13 (Budget Form 4) to Council and Mayor Bascom. See Attached Exhibit A. Gipson stated all these expenses are just estimates of 2018 expenditures—they can all be revised upon Council action and change of circumstance. Gipson noted the Police budget is always tight and the Park budget is funded but appropriations are tight if any major expense was to happen.

In reference to Riverboat Funds Gipson proposed the amount expended or projected to be expended in 2017 for the 2018 budget. Again these expenses are just estimates—they can all be revised upon Council action and change of circumstance. With Redevelopment expenditures happening in 2017 vs. 2018 there will need to be an additional appropriation in Jan/Feb 2018 to fund appropriations for Redevelopment. After further discussion a motion was made by Councilman Radcliff to approve the 2018 Budget with the 2<sup>nd</sup> Reading of Ordinance 2017-13, 2<sup>nd</sup> by Councilman Marksberry; motion carried 4-0.

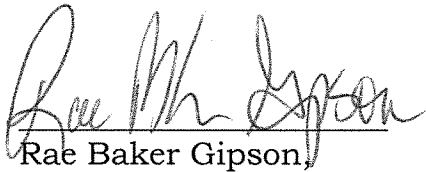
#### **Midwest Data Inc. Contract**

Clerk Treasurer Gipson informed Council and Mayor Bascom this contract is for IT services for the City from September 26, 2017- September 26, 2018. See Attached Exhibit B. The current contract expires Sept 26, 2017. Attorney Baudendistel has reviewed the contract and has no problem with paying the contract in full (\$3,066.25). After discussion a motion was made by Councilman Marksberry to approve this contract with Midwest Data Inc. for exclusive IT services, 2<sup>nd</sup> by Councilman Colen; contract was approved 4-0.

#### **Adjournment**

With no further business before Council; a motion to adjourn was made by Councilman Radcliff, 2<sup>nd</sup> by Councilwoman Graham; meeting adjourned at 6:15 PM.

Attest:



Rae Baker Gipson,  
Clerk Treasurer



Brent Bascom,  
Mayor

**ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES**

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
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Ordinance Number: 2017-13

Be it ordained/resolved by the **Rising Sun City Council** that for the expenses of **RISING SUN CIVIL CITY** for the year ending December 31, **2018** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **RISING SUN CIVIL CITY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Rising Sun City Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Rising Sun City Council	Common Council and Mayor	09/21/2017

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0005	CASINO/RIVERBOAT	\$2,619,780	\$0	0.0000
0061	RAINY DAY	\$125,000	\$0	0.0000
0101	GENERAL	\$2,347,260	\$123,000	0.2050
0706	LOCAL ROAD & STREET	\$94,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$552,950	\$272,000	0.4533
1151	CONTINUING EDUCATION	\$3,700	\$0	0.0000
1301	PARK & RECREATION	\$212,744	\$0	0.0000
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$20,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$40,000	\$35,000	0.0500
2402	ECONOMIC DEVELOPMENT	\$152,000	\$0	0.0000
2430	REDEVELOPMENT - GENERAL	\$272,625	\$0	0.0000
6401	SANITATION	\$115,000	\$0	0.0000
		<b>\$6,555,059</b>	<b>\$430,000</b>	<b>0.7083</b>

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### Home-Ruled Funds (Not Reviewed by DLGF)

Fund Code	Fund Name	Adopted Budget
9500	Donation Fund HR 1	\$300
9501	Criminal Investigation Fund HR 2	\$3,000
9502	Community Development Fund HR 3	\$0
9503	Rebuild America HR 4	\$4,900
9504	Home-Rule Fund #5	\$730,000
9505	Revenue Sharing Fund HR 6	\$1,130,000
9506	Park Sec Deposit Fund HR 7	\$4,126
9507	Heritage Hall Sec Dep Fund HR 8	\$2,000
9508	BEP Grant HR 15	\$0
9509	Biggest Loser Program Fund HR 10	\$6,500
9510	RSRF Spud Pole Grant HR 11	\$5,000
9511	Main Street Grants Fund HR 12	\$15,000
9512	Police Grants HR 13	\$0
9518	Pool Grants HR 19	\$0
9522	Navy Bean Fund HR 23	\$71,250
9523	Education Center Fund HR 9	\$70,000
9524	Backpack Food Program HR 25	\$10,000
9525	IMPA LED Grant Funds HR 26	\$0
9526	City HRA Fund HR 27	\$11,000
9530	Park Grants HR 31	\$6,000
9531	Levy Excess HR 32	\$0
9533	Rising Sun Medical Center HR 34	\$17,250
9535	Banner Grant HR 36	\$0
9536	Local Road/Bridge Matching Grand Fund	\$700,000
9537	Website Grant	\$7,995
9540	Street Dept Grant Funds HR 41	\$0
		<b>\$2,794,321</b>

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Name		Signature
Swede Colen	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Sheena Graham	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
William A Marksberry	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Bud Radcliff	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Dennis Williams	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

### ATTEST

Name	Title	Signature
Rae Baker Gipson	Clerk Treasurer	

### MAYOR ACTION (For City use only)

Name	Signature	Date
Brent Bascom	Approve <input type="checkbox"/> Veto <input type="checkbox"/>	09/21/2017

# Network and Systems Support Agreement

Provided to: City of Rising Sun

Presented by: **MDI**  
Midwest Data, Inc.  
326 Walnut Street  
Lawrenceburg, IN 47025  
812-537-4448 Tel  
812-537-4428 Fax

This agreement is between the City of Rising Sun, here after referred to as "City of Rising Sun and Midwest Data, Inc. hereafter referred to as "MDI." The purpose of this agreement is to set forth the terms and conditions upon which City of Rising Sun will purchase exclusive IT services from MDI.

The term of this engagement shall commence September 26, 2017 and end on September 26, 2018.

## NETWORK ADMIN SUPPORT & MAINTENANCE SERVICES

### Content:

- Server Monitoring
- Network Administration
- Software license support
- Technical support
- Included Offices and Equipment
- Email support
- Patch Management
- Subcontracting
- System Backups
- Virus/Spyware Application Outbreak
- Annual Support Contract Rate and Pricing Details
- Other Considerations

### SERVER MONITORING

MDI will monitor all Servers to ensure overall network and server performance is functioning properly. MDI uses the following services to conduct remote monitoring.

- **Remote Desktop** – Allows MDI technicians to remotely connect to Client servers and desktops to troubleshoot hardware, software, and performance issues.

MDI will communicate with the City of Rising Sun designated contact person to inform them of any abnormal status indicators of all the previous night activities, such as backup failures, allocated memory errors, or virus outbreak. MDI will access the network remotely as needed to execute applications or services in the event an unusual problem has occurred.

### NETWORK ADMINISTRATION

A unique Network ID and password will be assigned to MDI. City of Rising Sun will be notified in advance of all changes in MDI personnel or technicians assigned to support City of Rising Sun that necessitates the addition, deletion or change of Network ID or Password.

### SOFTWARE LICENSE SUPPORT

MDI is responsible for the administration of software licensing for all devices on the City of Rising Sun's network. Complete documentation will be maintained and copies made available for City of Rising Sun upon request.

City of Rising Sun will be notified in advance of license expiration dates. Should MDI become aware of any additional information such as software retirement dates, software vulnerabilities, industry updates, etc. that may impact City of Rising Sun's network, City of Rising Sun will be notified immediately.

MDI will monitor license usage. When current license has a user or machine limit, client will be notified when user limit is at 90%.

No additional licenses will be purchased without City of Rising Sun's approval.

### TECHNICAL SUPPORT

- **Guaranteed Response Time:**  
Telephone support for network usage, with no additional charges incurred, allowing City of Rising Sun personnel at the site to call in for technical assistance. Available also at no extra charge with this service is remote access capability, requiring you to make available a modem or secured

## Confidential

Internet connection and PC Anywhere or Remote Desktop communications software, enabling MDI to access City of Rising Sun's network. MDI will guarantee that any request for our service or expertise will be acknowledged and confirmed the same business day. This acknowledgement can be in a form of e-mail, live phone support, remote support and/or on-site support. In the event of a network down event, MDI will immediately begin troubleshooting the problem and respond expeditiously to resolve the issue to minimize downtime and loss of productivity. Hardware failure or events not under control by MDI such as loss of building power, flooding, and acts of God are excluded from the guarantee. In the event of inclement weather, MDI will make a reasonable effort to arrive at the customer. However, the MDI staff will have final determination to postpone the site visit in the interest of safety.

- **Software updates:**

As software providers publicly release security and operating system critical updates to patch or resolve known issues, MDI will apply these updates as they become available. These updates will be done on all City of Rising Sun's devices connected to the network.

### **INCLUDED OFFICES AND EQUIPMENT**

This Support Contract covers the server, PC's, Laptops, Routers, Switches, and any other network equipment in all offices of the City of Rising Sun.

### **EMAIL SUPPORT**

MDI shall provide e-mail support for all of City of Rising Sun's staff to the best of ability.

### **PATCH/VULNERABILITY MANAGEMENT AND MAINTENANCE**

MDI will keep the Windows Servers, PC's, and software patched and upgraded as part of maintenance. This will be done at the standard Support Contract rates.

### **SUBCONTRACTING**

The activities outlined in this Network and Systems Support Agreement will not require subcontracts. In the event that subcontracted resources are needed, City of Rising Sun will be notified immediately and the work will not proceed without appropriate governance by City of Rising Sun.

### **SYSTEM BACKUPS**

MDI will monitor the backup jobs to ensure that the backup function is performing properly. The customer acknowledges that, as a condition of MDI's acceptance as a provider of this service agreement, MDI requires the customer to perform daily backups of its computer system and files at a frequency that is prudent, but no less often than recommended by MDI throughout the term of this Agreement. City of Rising Sun shall be solely responsible for performing the backup functions and off-site tape rotation. MDI is not liable directly or indirectly for any data loss.

### **VIRUS/SPYWARE APPLICATION OUTBREAK**

MDI will make every reasonable effort to minimize virus/spyware application outbreaks on the network. MDI will remotely monitor the anti-virus and anti-spyware (if in use) software to ensure that definition updates are being performed regularly. MDI will configure the alerting capability of virus/spyware application to send alerts to MDI and a City of Rising Sun contact. In the event a virus/ spyware application outbreak occurs, MDI will treat this event as a network down event and respond expeditiously. MDI is not liable directly or indirectly from the results of any virus/ spyware application outbreak such as data loss or file corruption. In the event that manual eradication of viruses/ spyware applications is required, on-site services provided by MDI staff will be billed at our standard hourly rate, per resource.



## **ANNUAL SUPPORT AGREEMENT RATE AND PRICING DETAILS**

Midwest Data's Annual Network Agreement provides complete turnkey technical software and hardware support to the City of Rising Sun. This also makes MDI the exclusive IT support company for City of Rising Sun.

This service consists of telephone, on-site & in-house support:

- Telephone support for network usage, with no additional charges incurred, allowing your personnel at the site to call in for technical assistance. Available also at no extra charge with this service is remote access capability, requiring you to make available a modem or secured Internet connection and PC Anywhere communications software, enabling MDI to access your network and assist you.
- On-site support, where required, should telephone/remote access support be inappropriate, will be done at the reduced rate of \$95.00/hour, with a \$495.00 per day cap. No travel time or travel expenses are charged. Rates are the same regardless of day and time, there are no surcharges.
- In-house support, including remote upgrades/installs is provided at the reduced rate of \$60.00/hour.

The Annual Support Agreement is \$3,066.25 per year, and is payable upon invoice. Normal office hours are Monday through Friday, 8:30AM – 5:30PM, excluding holidays. Emergency Support telephone numbers are provided for 24/7/365 support.

## **OTHER CONSIDERATIONS**

- **Confidentiality**

MDI shall treat all City of Rising Sun's files and data as confidential and shall take all reasonable steps to ensure that MDI's staff observes this policy. No information reviewed by any MDI employee, consultant, or agent will be shared or provided to any outside source without prior written approval by the customer.

MDI will neither use nor disclose this information or the name of work or projects to third parties without City of Rising Sun's previous consent. These obligations extend beyond the termination of this agreement and the relationship between MDI and City of Rising Sun.

- **Security breach**

During the normal course of activities within the scope of the agreement, if MDI discovers a network situation which may indicate a security breach, City of Rising Sun's employees will be notified immediately. The notification will include a detailed accounting of the discovery and suspicious activity.

- **Termination of agreement**

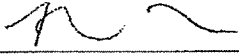
This agreement may be terminated for any reason by City of Rising Sun or MDI at the end of the Annual Support Contract. A 90 day advance written notice is required by either party. It is understood that the Support Agreement will renew and be invoiced annually unless otherwise terminated by either party using the above termination of agreement specifications.

## **AGREEMENT and SIGNATURES**

The authorized representatives of each party executing this agreement certify that they are duly authorized to bind the party to this agreement and the terms and conditions of the agreement.

Confidential

\_\_\_\_\_  
City of Rising Sun Authorized Representative

A handwritten signature in black ink, consisting of a series of loops and curves, positioned between two horizontal lines.

\_\_\_\_\_  
MDI Authorized Representative

\_\_\_\_\_  
Date

9/19/17

\_\_\_\_\_  
Date