

**Rising Sun City Council
Special Meeting/Budget Adoption Hearing
September 19, 2016
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, John Rumsey, Bill Marksberry, Bud Radcliff and Dennis Williams. City Attorney Andy Baudendistel was also in attendance.

Minutes

Minutes from the September 1, 2016 Council meeting had been distributed to Council and Mayor Bascom prior to the meeting. After discussion a motion was made by Councilman Rumsey to approve the minutes as written, 2nd by Councilman Radcliff; motion carried 5-0.

Budget Adoption Hearing 2017 Budget –Ordinance 2016-26

Councilman Williams made a motion to open the Public Hearing for the 2017 Budget at 6:05 pm, 2nd by Councilman Radcliff; motion carried 5-0. Clerk Treasurer Gipson presented information to Council and Mayor Bascom. See Attached Exhibit A. She informed Council the proposed 2017 Budget is a 4% increase from last year for tax supported funds. Approximately \$107,000 increase from last year. All these expenses are just estimates of 2017 expenditures—they can all be revised upon Council action and change of circumstance. Gipson also noted this budget does not reflect any changes to PSAP costs as no agreement has been reached at this time. Gipson noted the Police budget is still very tight and the Park budget is funded but appropriations are tight if any major expense was to happen. According to Gipson this is the first year the City has included all funds in Gateway (as requested by SBOA) vs. just the tax supported funds and so far she likes the change.

In reference to Riverboat Funds Gipson proposed the same number in the 2017 budget as used in 2016. If adopted, then it would be likely that no additional appropriation would be needed in Jan/Feb 2017 as in past years--unless projected revenue did not materialize or the Council chose to fund additional projects. Gipson stated Council and Mayor Bascom specific appropriation/expenditure amounts for the Riverboat Fund would be decided by Council at a later time.

Comments from Council and Public present were requested. There were no comments made. Councilman Marksberry made a motion to close the Public Hearing for the 2017 Budget at 6:15pm, 2nd by Councilman Radcliff; motion

carried 5-0. After further discussion a motion was made by Councilman Marksberry to approve the 2017 Budget with the 2nd Reading of Ordinance 2016-26, 2nd by Councilman Radcliff; motion carried 5-0.

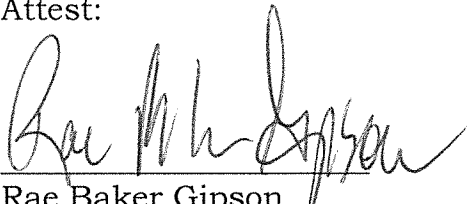
Midwest Data Inc. Contract

Clerk Treasurer Gipson informed Council and Mayor Bascom this contract is for IT services for the City from September 26, 2016- September 26, 2017. See Attached Exhibit B. The current contract expires Sept 26, 2016. Attorney Baudendistel has reviewed the contract and has no problem with paying the contract in full (\$2,966.25) since it saves dollars for the City. After discussion a motion was made by Councilman Marksberry to approve this contract with Midwest Data Inc. for exclusive IT services, 2nd by Councilman Colen; contract was approved 5-0.

Adjournment

With no further business before Council; a motion to adjourn was made by Councilman Colen, 2nd by Councilman Radcliff; meeting adjourned at 6:20 PM.

Attest:



Rae Baker Gipson,
Clerk Treasurer



Brent Bascom,
Mayor

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

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

Ordinance Number: 2016-26

Be it ordained/resolved by the **Rising Sun Civil City** that for the expenses of **RISING SUN CIVIL CITY** for the year ending December 31, **2017** 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 Civil City**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Rising Sun Civil City	Common Council and Mayor	09/19/2016

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0005	CASINO/RIVERBOAT	\$2,686,450	\$0	0.0000
0061	RAINY DAY	\$120,000	\$0	0.0000
0101	GENERAL	\$2,365,237	\$85,000	0.1417
0706	LOCAL ROAD & STREET	\$9,500	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$489,802	\$295,000	0.4917
1151	CONTINUING EDUCATION	\$2,100	\$0	0.0000
1301	PARK & RECREATION	\$212,000	\$0	0.0000
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$6,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$36,980	\$50,000	0.0833
2402	ECONOMIC DEVELOPMENT	\$225,000	\$0	0.0000
2430	REDEVELOPMENT - GENERAL	\$222,625	\$0	0.0000
6401	SANITATION	\$115,000	\$0	0.0000
		\$6,490,694	\$430,000	0.7167

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

Home-Ruled Funds (Not Reviewed by DLGF)

Fund Code	Fund Name	Adopted Budget
9500	Donation Fund HR 1	\$700
9501	Criminal Investigation Fund HR 2	\$2,500
9502	Community Development Fund HR 3	\$0
9503	Rebuild America HR 4	\$13,000
9504	Home-Rule Fund #5	\$205,000
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	\$2,500
9508	BEP Grant HR 15	\$135,000
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	\$10,000
9513	Comprehensive Plan Update Grant HR 14	\$0
9518	Pool Grants HR 19	\$7,500
9520	CT Dist Mtg Grant HR 21	\$0
9522	Navy Bean Fund HR 23	\$110,000
9523	Education Center Fund HR 9	\$90,000
9524	Backpack Food Program HR 25	\$10,000
9525	IMPA LED Grant Funds HR 26	\$14,000
9526	City HRA Fund HR 27	\$32,000
9527	Mural Grant HR 28	\$0
9528	Bicentennial Fund HR 29	\$0
9530	Park Grants HR 31	\$9,000
9531	Levy Excess HR 32	\$0
9532	LOIT 2016 Special Disb HR 33	\$6,000
9533	Rising Sun Medical Center HR 34	\$17,250
		\$1,825,076

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

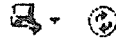
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Budget Form No. 4

Name		Signature
Swede Colen	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
John Rumsey	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"/>	

Name	Title	Signature
Rae Baker Gipson	Clerk Treasurer	

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



Published ✓

Prescribed by the Department of Local Government Finance
 Approved by the State Board of Accounts

Budget Form No. 3 (Rev. 2015)
 Print
 9/14/2016 4:40:10 PM

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **200 North Walnut Street.**

Notice is hereby given to taxpayers of **RISING SUN CIVIL CITY, Ohio County, Indiana** that the proper officers of **Rising Sun Civil City** will conduct a public hearing on the year **2017** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Rising Sun Civil City** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Rising Sun Civil City** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Rising Sun Civil City** will meet to adopt the following budget:

Public Hearing Date	Thursday, September 01, 2016
Public Hearing Time	6:00 PM
Public Hearing Location	200 North Walnut Street

Adoption Meeting Date	Monday, September 19, 2016
Adoption Meeting Time	6:00 PM
Adoption Meeting Location	200 North Walnut Street

Estimated Civil Max Levy	\$414,982
Property Tax Cap Credit Estimate	\$10,377

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy
0005-CASINO/RIVERBOAT	\$2,686,450	\$0	\$0	\$0
0061-RAINY DAY	\$120,000	\$0	\$0	\$0
0101-GENERAL	\$2,365,237	\$85,000	\$0	\$115,213
0706-LOCAL ROAD & STREET	\$9,500	\$0	\$0	\$0
0708-MOTOR VEHICLE HIGHWAY	\$489,802	\$295,000	\$0	\$249,952
1151-CONTINUING EDUCATION	\$2,100	\$0	\$0	\$0
1301-PARK & RECREATION	\$212,000	\$0	\$0	\$0
2379-CUMULATIVE CAPITAL IMP (CIG TAX)	\$6,000	\$0	\$0	\$0
2391-CUMULATIVE CAPITAL DEVELOPMENT	\$36,980	\$50,000	\$0	\$34,619
2402-ECONOMIC DEVELOPMENT	\$225,000	\$0	\$0	\$0
2430-REDEVELOPMENT - GENERAL	\$222,625	\$0	\$0	\$0
6401-SANITATION	\$115,000	\$0	\$0	\$0
9500-Donation Fund HR 1	\$700	\$0	\$0	\$0
9501-Criminal Investigation Fund HR 2	\$2,500	\$0	\$0	\$0

9502-Community Development Fund HR 3	\$0	\$0	\$0	\$0
9503-Rebuild America HR 4	\$13,000	\$0	\$0	\$0
9504-Home-Rule Fund #5	\$205,000	\$0	\$0	\$0
9505-Revenue Sharing Fund HR 6	\$1,130,000	\$0	\$0	\$0
9506-Park Sec Deposit Fund HR 7	\$4,126	\$0	\$0	\$0
9507-Heritage Hall Sec Dep Fund HR 8	\$2,500	\$0	\$0	\$0
9508-BEP Grant HR 15	\$135,000	\$0	\$0	\$0
9509-Biggest Loser Program Fund HR 10	\$6,500	\$0	\$0	\$0
9510-RSRF Spud Pole Grant HR 11	\$5,000	\$0	\$0	\$0
9511-Main Street Grants Fund HR 12	\$15,000	\$0	\$0	\$0
9512-Police Grants HR 13	\$10,000	\$0	\$0	\$0
9513-Comprehensive Plan Update Grant HR 14	\$0	\$0	\$0	\$0
9518-Pool Grants HR 19	\$7,500	\$0	\$0	\$0
9520-CT Dist Mtg Grant HR 21	\$0	\$0	\$0	\$0
9522-Navy Bean Fund HR 23	\$110,000	\$0	\$0	\$0
9523-Education Center Fund HR 9	\$90,000	\$0	\$0	\$0
9524-Backpack Food Program HR 25	\$10,000	\$0	\$0	\$0
9525-IMPA LED Grant Funds HR 26	\$14,000	\$0	\$0	\$0
9526-City HRA Fund HR 27	\$32,000	\$0	\$0	\$0
9527-Mural Grant HR 28	\$0	\$0	\$0	\$0
9528-Bicentennial Fund HR 29	\$0	\$0	\$0	\$0
9530-Park Grants HR 31	\$9,000	\$0	\$0	\$0
9531-Levy Excess HR 32	\$0	\$0	\$0	\$0
9532-LOIT 2016 Special Disb HR 33	\$6,000	\$0	\$0	\$0
9533-Rising Sun Medical Center HR 34	\$17,250	\$0	\$0	\$0
Totals	\$8,315,770	\$430,000	\$0	\$399,784

2016 - (2017)

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Exhibit B

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, 2016 and end on September 26, 2017.

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

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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 our 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.

To activate all of the benefits of the Network and Systems Support Agreement including guaranteed response times, 24x7 support, free telephone support and reduced rates, the City of Rising Sun's Annual Support Agreement is \$2,966.25.

Three payment options are offered;

1. Lump sum payment of \$2,966.25
2. Semi-Annual payments with administration fee:
 - o 1st payment \$1483.13
 - o 2nd payment \$1,578.12
3. Quarterly payments with administration fee:
 - o 1st quarter \$741.57
 - o 2nd quarter \$836.56
 - o 3rd quarter \$836.56
 - o 4th quarter \$836.56

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

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activity.

- **Termination of agreement**

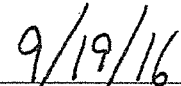
This agreement may be terminated for any reason by City of Rising Sun or MDI at the end of the Annual Support Contract. A 90 day advance written notice is required by either party. It is understood that the Support Agreement will renew and be invoiced annually unless otherwise terminated by either party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



City of Rising Sun Authorized Representative



Date

MDI Authorized Representative

Date