

**DELAWARE COUNTY COMMISSIONER'S MEETING**  
**MONDAY, AUGUST 7, 2017 @ 9:00 A.M.**  

---

**ROOM 309 A, 100 WEST MAIN STREET**  
**MUNCIE, IN 47305**  
**CALL TO ORDER**  
**PLEDGE TO FLAG**  
**ROLL CALL**

Mr. Shannon Henry  
Mr. James King  
Ms. Sherry Riggan  
Mr. Steve Craycraft, Auditor  
Mr. Joe Rhett, Attorney

**PUBLIC HEARING**

**APPLICATION FOR ASSIGNMENT OF TAX SALE CERTIFICATES**  
**TO A NONPROFIT CORPORATION 4221 E. JACKSON ST – MUNCIE, IN**

Mr. Douglas Howard would like to turn the property located at 4221 E. Jackson Street into a small business incubator. The nonprofit, Asberry Farms, wants to use it as a retail and office space. This property was given to him personally by a tax sale buyer who told him that he was going to pay the taxes. The tax sale buyer never did. Therefore, the property has since been in several tax sales. Mr. Howard has never paid taxes on this property. The nonprofit is cleaning up the property.

MOTION: Commissioner Riggan made a motion to close the public hearing.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King

**STEVE CRAYCRAFT**  
 Delaware County Auditor  
[scravcraft@co.delaware.in.us](mailto:scravcraft@co.delaware.in.us)  
[www.co.delaware.in.us](http://www.co.delaware.in.us)

**ORIGINAL**

100 W Main St Rm 103  
 Muncie, IN 47305  
 Phone: 765-747-7717  
 Fax: 765-741-3422

### Application for Assignment of Tax Sale Certificates To a Nonprofit Corporation

Return completed application to the Delaware County Auditor's Office, Room 103, County Building, 100 W. Main, Muncie, IN 47305.

**Available Property or Properties:**

Address: 4221 E Jackson St  
 Parcel Number: 11-13-206-009-000

Name of Nonprofit Corporation: Ashberry Farms INC

Officer of Corporation: Douglass Howard

Address: 3707 E Wilson Rd. Muncie, IN 47303

Phone No: 765-286-0542

Use to be made of the property: (Please attached separate sheet if needed)

Retail + Office space

Time period anticipated for implementation for use of the above named property:  
 (Please attached separate sheet if needed)

1 year or less

Received  
 Delaware County Tax Sale  
 JUN 14 2017  
 Steven G. Craycraft  
 Delaware County Auditor

### APPOINTMENT(S)

MOTION: Commissioner Riggin made a motion to appoint Mr. Carey Malchow and Mr. Scott Alexander to the Civic Center Board.

Commissioner Riggin said it is a two-year term and the effective date would be August 7, 2017.

Mr. Malchow asked the term of the appointment and what the board oversees. Mr. Malchow said he does business with Horizon Center.

President King told Mr. Malchow to complete a conflict of interest form, located in the Clerk's office.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

Commissioners August 7, 2017

**TABLED BUSINESS**

**AGREEMENT FOR COLLECTION OF PERSONAL PROPERTY TAXES-REMAIN TABLED**

**ORDINANCE AMENDING SECTION 1-8-1**

**OF THE DELAWARE COUNTY CODE OF ORDINANCES REGARDING COPY FEES**

**ORDINANCE 2017-017A**

MOTION: Commissioner Henry made a motion to keep the agreement and ordinance tabled.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**APPROVAL OF MINUTES**

MOTION: Commissioner Henry made a motion to approve July 17, 2017 minutes.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**PRESENTATIONS TO COMMISSIONERS**

Mr. Andrew Everhart, Principle Consultant American Structurepoint / IT presented information regarding their services.

Commissioner Henry said an audit has not been done with IT.

A contract will be provided to the county attorney for review for the next Commissioners meeting.

MOTION: Commissioner Riggin made a motion to approve American Structurepoint.

SECOND: died lack of second

*Presentation is available in the Auditor's Office.*

**CONTRACTS OR AGREEMENTS FOR APPROVAL**

Agreement between the Delaware County Board of Commissioners and Crowe Horwath LLP  
Pursuant to Which Crowe Will Perform Certain Professional Services Regarding Delaware  
County Regional Water and Sewer District

MOTION: Commissioner Riggin made a motion to approve the agreement but wanted "increase" taken out of the agreement.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

**ORIGINAL**

Crowe Horwath LLP  
 Independent Member Crowe Horwath International  
 10 West Market Street, Suite 2000  
 Indianapolis, Indiana 46204-2076  
 Tel: 317.632.1100  
 Fax 317.635.6127  
 www.crowehorwath.com

July 19, 2017

Delaware County Board of Commissioners  
 Room 103 County Building  
 Muncie, Indiana 47305

Re: Evaluation of the proposed rate increase for the Delaware County Regional Water and Sewer District

Dear Commissioners:

The purpose of this letter is to formulate a mutually acceptable agreement ("Agreement") between the Delaware County Board of Commissioners ("County" or "Client") and Crowe Horwath LLP ("Crowe") pursuant to which Crowe will perform certain professional services regarding the Delaware County Regional Water and Sewer District ("District") and as directed by the County or its representatives.

The effective date of this Agreement and the attached Crowe Engagement Terms is as of the date of signing by the County. This agreement will be used to engage Crowe for rate consulting services to the County for evaluating the proposed rate increase for the District.

#### Scope of Services

Our scope of services may include the following:

1. Evaluate the proposed rate increase and the impact of the increase on the annual revenues and expenses of the District using the rate report and other data prepared for the District by the District's rate consultant.
2. Prepare a Report to detail the results of our analysis on the effect on the customers of the District and make recommendation on the requested rate increase.
3. Meet with the County Commissioners to explain the results contained in the Report.

#### Qualifications

The firm is registered with the Municipal Securities Rulemaking Board and the Securities and Exchange Commission (SEC) as a Municipal Advisor. As a Municipal Advisor, Crowe is required to file a Form MA pertaining to Crowe and Form MA-I for each employee engaged in Municipal Advisory activities. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Such information can be viewed on the U.S. Securities and Exchange Commission EDGAR Company Filings. Crowe Horwath LLP CIK#: 0001620621 filings can be viewed at:

Delaware County Board of Commissioners  
July 19, 2017  
Page 2

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001620621&owner=exclude&count=40>

Crowe's latest MA-A was filed on April 20, 2017.

#### **Disclosure of Conflict of Interest and Other Information**

Pursuant to MSRB Rule G-42, if any known material conflicts of interest based on the exercise of reasonable diligence by Crowe are determined, Crowe will provide a written statement to the County to that effect. As of the date of this Agreement, Crowe is not aware of any material conflicts of interest.

Crowe will provide the services to the County under this Agreement as an independent contractor and not as the County's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor the County will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the County and Crowe relating to the services (or any deliverables or other work product) covered by this Agreement. The engagement letter and any attachments are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written statements or other information not contained or incorporated in this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of the County and Crowe contained in this Agreement will survive the completion or termination of this Agreement. If any phrase, sentence, provision or other term of this Agreement is found unenforceable or invalid, this will not affect the other phrases, sentences, provisions or other terms, all of which will continue in effect as if the stricken term had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Indiana without regard for choice of law principles.

#### **Compensation**

Professional fees for the scope of services described will be billed for the hours expended on this project and are estimated to range between \$20,000 and 25,000. Fees will not exceed \$25,000 without the written consent of the County. Hourly rates are presented below:

Partner/Director/Contractor	\$ 325 - 475
Senior Manager	250 - 325
Manager	175 - 250
Staff	125 - 175
Out-of-pocket expenses	At Cost

Delaware County Board of Commissioners  
 July 19, 2017  
 Page 3

Should there be any problems or unforeseen circumstances, we will notify the County's management and come to a mutual understanding of whether any additional fees will be involved before continuing. Crowe will be acting in an individual capacity while performing services for the County and will not, unless otherwise indicated, be acting as agents, employees, partners, joint ventures or associates of the County.

Out-of-pocket expenses paid by Crowe are billed to the Client at cost. These expenses generally include, but are not limited to, communication, printing (including printing of the Official Statement), binding, electronic marketing, electronic bidding expense, evaluation software and travel expenses incurred on behalf of the County.

Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent (1.0%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees.

#### Term

This Agreement will commence on the date of signing by the County. This Agreement will terminate with the completion of scope of services.

If the foregoing terms and the attached Crowe Engagement Terms are acceptable to you, please so indicate by signing and returning a signed copy of this Agreement, retaining the original for your files.

Respectfully submitted,

CROWE HORWATH LLP

Tim Berry  
 Managing Director

I have reviewed the arrangements outlined above and in the attached Crowe Engagement Terms, and I accept this Agreement on behalf of the County the terms and conditions as stated.

Agreed and Accepted:

DELAWARE COUNTY

By: 

Date: 08/09/2017

Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss Verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

### **Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Crowe specifically notes that no advice Crowe provides should be construed to be investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide its Services effectively and efficiently, Client agrees to provide Crowe timely with the information it requests and to make Client's employees available for Crowe's questions. The availability of Client's personnel and the timetable for their assistance are key elements in the successful completion of Crowe's Services and in the determination of Crowe's fees. Completion of Crowe's work depends on appropriate and timely cooperation from Client's personnel; complete, accurate, and timely responses to Crowe's inquiries; and timely communication by Client of all significant tax, accounting and financial reporting matters of which Client is aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by Crowe will be mutually agreed upon, and Client agrees to hold Crowe harmless against all matters that arise in whole or in part from any resulting delay.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow certain professional standards where applicable, including the Code of Professional Conduct promulgated by the American Institute of Certified Public Accountants ("AICPA"). Therefore, if circumstances arise that, in Crowe's professional judgment, prevent it from completing this engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product, or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**THIRD PARTY PROVIDER** – Crowe may use a third-party service provider in providing Services to Client which may require Crowe's sharing Client's confidential information with the provider. If Crowe uses a third-party service provider, Crowe will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality. The terms of Crowe's engagement letter and these engagement terms will apply to any third party provider.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights

under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**INTELLECTUAL PROPERTY** – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client information reflected in them). Upon payment for particular Services and subject to the other terms of this Agreement, Client will use Reports, as well as any Materials owned by Crowe included therein, solely to the extent necessary and permitted under this Agreement.

**AGGREGATED DATA** – Client agrees that Crowe may from time to time use and process Client's confidential information for data aggregation and/or industry benchmarking purposes. **In using** Client's confidential information for data aggregation and/or industry benchmarking purposes, Crowe will maintain Client's information as confidential unless Crowe removes data that specifically identifies Client and Client's customers.

**LEGAL AND REGULATORY CHANGE** - Crowe may periodically communicate changes in laws, rules or regulations to Client. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in laws, rules, regulations, industry or market conditions, Client's own business practices or other circumstances, except to the extent required by professional standards. In addition, the scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of Crowe's work, the parties agree that Crowe's fees will be modified to a mutually agreed upon amount to reflect the changed level of Crowe's effort.

**PUBLICATION** - Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe's client offerings. Client agrees that Crowe may use Client's name and generally describe the nature of the engagement(s) provided to Client in marketing to prospective clients, and Crowe may also provide prospective clients with contact information for Client personnel familiar with Crowe's Services for Client.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** - Any liability of Crowe will not include any special, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, and including, without limitation, claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limitation of liability will also apply after termination of this agreement.



**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the extent permitted by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** - No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** - In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** - If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request, except that this provision will not apply in the event of a lawsuit brought by Client against Crowe.

**MEDIATION** - If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Indianapolis, Indiana.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section above is not enforceable, then any dispute between the parties relating to or arising from this engagement or the parties' relationship generally will be settled by binding arbitration in Indianapolis, Indiana (or a

location agreed in writing by the parties). Any dispute between the parties will be arbitrated by the arbitrator(s) in accordance with this section, including without limitation any dispute relating to whether a dispute is subject to arbitration or any issue concerning the applicability, interpretation or enforceability of this section or any of its procedures. The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree. In the event of a conflict between those rules and this Agreement, this Agreement will control. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of instituting the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. The arbitrator(s) may authorize only limited discovery upon a showing of substantial need by the party seeking discovery. The arbitrator(s) may rule on a summary basis, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the demand or less and must be concluded within ten business days absent written agreement by the parties to the contrary, but these time limits are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**AFFILIATES** – Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss Verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

4 of 4

#### ASHTON LAND SURVEYORS – SHROYER/TRUITT ADDITION

Ms. Kathy Vannice, Ashton Land Surveyors, presented Shroyer/Truitt Addition.

MOTION: Commissioner Henry made a motion to approve Ashton Land Surveyors Shroyer/Truitt Addition.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

# Shroyer/Truitt Addition

A part of the Northwest Quarter of  
Section 8, Township 20 North, Range 11 East  
Delaware County, Indiana

ORIGINAL

A part of the Southwest Quarter of the Northwest Quarter of Section 8, Township 20 North, Range 11 East in Liberty Township, Delaware County, Indiana, described as follows:  
Commencing at a 5/8 inch rebar marking the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 8, Township 20 North, Range 11 East; thence South 89 degrees 25 minutes 16 seconds East 539.89 feet (assumed bearing) along the South line of said Quarter-Quarter Section to the centerline of the Truitt Road; thence North 05 degrees 35 minutes 21 seconds West 31.35 feet along said centerline; thence North 05 degrees 07 minutes 44 seconds West 153.81 feet along said centerline; thence North 04 degrees 18 minutes 24 seconds West 89.10 feet along said centerline to the point of beginning; thence North 04 degrees 18 minutes 24 seconds West 211.01 feet along said centerline; thence South 89 degrees 08 minutes 11 seconds East 271.71 feet to a 5/8 inch rebar; thence South 01 degree 31 minutes 24 seconds East 176.42 feet to a 5/8 inch rebar; thence South 83 degrees 29 minutes 30 seconds West 263.24 feet to the point of beginning, containing 1.20 acres, more or less, and subject to the right-of-way for the Truitt Road and to all easements of record.

*Holden L. Ashton*  
Registered Land Surveyor LSB0040149  
Holden L. Ashton

## OWNERS CERTIFICATE

The undersigned owners, Robert A. & Donna L. Shroyer Revocable Living Trust, of the real estate shown and reserved herein, do hereby certify that they lay off, plat subdivide into a lot, and dedicate the road to the public thereof, in accordance with the plat herewith. This subdivision shall be known as Shroyer/Truitt Addition, a subdivision in Liberty Township, Delaware County, Indiana.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Robert A. Shroyer \_\_\_\_\_

Donna L. Shroyer \_\_\_\_\_

State of Indiana )  
County of Delaware ) SS

Before me, a Notary Public in and for said County and State, personally appeared Robert A. & Donna L. Shroyer, Owners, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public

My Commission expires: \_\_\_\_\_ Resident of \_\_\_\_\_ County, Indiana.

PLAN COMMISSION: Under authority of the Acts of 1947 enacted by the General Assembly of the State of Indiana and all Acts amendatory thereto, the Delaware-Muncie Metropolitan Plan Commission hereby approves the foregoing plat of Shroyer/Truitt Addition  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Secretary

President

COUNTY COMMISSIONERS: THIS IS TO CERTIFY that the Board of Commissioners of Delaware County, Indiana hereby approves and accepts the dedication of public lands and public improvements within the foregoing plat of Shroyer/Truitt Addition.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

President

Member

Member

Duly entered for taxation this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Auditor of Delaware County

Received for record and recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Plot Book \_\_\_\_\_ page \_\_\_\_\_

Recorder of Delaware County



AGREEMENT FOR PROFESSIONAL SERVICES WITH CHA CONSULTING, INC. FOR DELAWARE COUNTY BRIDGE #161  
Ms. Angie Moyer, Project Manager, presented professional services for Bridge #161.

Commissioner Riggin said this bridge has been on the books for 14-17 years and money had been spent in previous years. Riggin asked if any money could be recouped from the previous company.

Mr. Trevor Wieseke, CHA Environmental Manager, will provide an alternative analysis following the NEPA process to determine appropriate alternatives and will coordinate with historians during the development.

MOTION: Commissioner Henry made a motion to approve CHA Design/Construction Solutions, not to exceed \$184,000.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Commissioners August 7, 2017



**ORIGINAL**

June 29, 2017

Ms. Angela Moyer  
Project Director/Administrator  
7700 East Jackson Street  
Muncie, Indiana 47302

**RE: Proposal for Professional Services to Perform Alternatives Analysis and Environmental Documentation for Delaware County Bridge No. 161, CR 167/170 over the White River in Delaware County; CHA Proposal X51083**

Dear Angie,

Thank you for this opportunity to provide professional engineering services to Delaware County. The attached proposal provides for the Alternatives Analysis and development of a NEPA compliant Categorical Exclusion-Level 4 documentation to address the deficient Bridge No. 161 over the White River.

The breadth of this scope of services and fee estimate is expressly limited to the development and definition of a Preferred Alternative and the preparation and processing of an approved NEPA compliant Categorical Exclusion – Level 4 environmental document for the Preferred Alternative. This scope of services does not include detailed design development, permitting, bid package development, letting or construction engineering of the Preferred Alternative. The detailed design development, permitting, bid package development, letting and construction engineering services required to advance the Preferred Alternative to implementation will be added as extra work at a later date through supplemental agreement based upon the status of the Preferred Alternative at the time of NEPA approval.

Should you have any questions relating to this proposal, please contact us at your earliest convenience. We look forward to beginning this project as soon as we are notified.

Thank you for the opportunity to develop and deliver this project with the highest level of professional service and quality.

Sincerely,

CHA Consulting, Inc.

Trevor Wieseke  
Environmental Section Manager

300 S. Meridian Street, Union Station, Indianapolis, IN 46225  
T 317.786.0461 • F 317.788.0957 • [www.chacompanies.com](http://www.chacompanies.com)

**Exhibit C  
Compensation**

**Delaware County Bridge No. 161  
CR 167/170 over the White River  
Delaware County, Indiana  
(Des. No. 9680560)**

The Consultant shall receive as payment for the completion of work performed under this Agreement the Not to Exceed Amount of \$184,400, unless a modification of the Agreement is approved in writing by the Owner.

The Consultant will be paid for the work performed under this Agreement in accordance with the following schedules:

Section 1	Environmental Documentation		\$98,200.00
Section 2	Section 106 Documentation		\$26,800.00
Section 3	Archaeology Phase II		\$42,600.00
Section 4	Hydraulic Analysis		\$16,800.00

<u>Classification</u>	<u>Rate</u>
Administrative Assistant	\$93.94
Asst. Engineer I	\$75.48
Engineer II	\$81.98
Asst. Project Engineer III	\$98.58
Project Engineer IV	\$116.12
Sr. Engineer V	\$150.38
Project Manager	\$197.75
Principal Engineer VI/Senior Engineer Manager	\$203.77
Eng. Designer/Tech/CADD	\$67.82
Sr. Eng. Designer/Tech	\$90.56
Principal Eng. Design/Tech	\$115.83
Scientist III	\$74.43
Scientist IV	\$94.00
Sr. Scientist V	\$120.09
Planner III	\$93.91
Planner IV	\$110.19
Principal Planner VI	\$151.26
Inspector I	\$95.93
Sr. Inspector I	\$108.13
Chief Inspector I	\$117.03
Resident Engineer I	\$119.76
Land Acquisition Specialist	\$126.43

*The full agreement is available in the Auditor's Office.*

**AGREEMENT FOR PROFESSIONAL SERVICES WITH LOCHMUELLER GROUP, INC. FOR SMALL STRUCTURES**

Ms. Moyer said this covers large structures that are not qualified as a bridge. Ms. Marta Moody, Plan Commission will help out with the funding, however Ms. Moyer does not know the amount yet. The inventory will be coordinated with GIS data. A mobile app will be set up so that Inspectors can use data in the field. This is a 4 phase project and it will not exceed \$50,000 per year.

MOTION: Commissioner Henry made a motion to approve Lochmueller Group, Inc. agreement.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

**ORIGINAL**

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 17 day of August, 2017 (the "Effective Date"), by and between Delaware County, Indiana acting by and through its proper officials, hereinafter referred to as CLIENT, and Lochmueller Group, Inc., hereinafter referred to as CONSULTANT.

W I T N E S S E T H

WHEREAS, the CLIENT desires to contract for Professional Services, and

WHEREAS, CONSULTANT has expressed a willingness to perform said services,

NOW, THEREFORE, the parties hereto agree that CONSULTANT shall provide the services and documents hereinafter described, in relation to the following described project: Small Structure Inventory and Appraisal (the "PROJECT").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I      Basic Services by CONSULTANT

The basic services to be provided by CONSULTANT under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

Section II      Information and Services to be Furnished by the CLIENT

The information and services to be furnished by the CLIENT are as set forth in Appendix "B" attached hereto and incorporated herein by reference.

Section III      Schedule

CONSULTANT shall deliver the Services to the CLIENT in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference. The CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from delays for causes beyond CONSULTANT's control. In addition, if the delays resulting from any such causes increase the cost or time by CONSULTANT to perform its Services in an efficient manner, CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

Section IV      Compensation

CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

*The full agreement is available in the Auditor's Office.*

WARRANTY DEED – DORIS L. HUMBERT AND STEVEN J. HUMBERT BR #141 PERMANENT R/W ACQUISITION  
TEMPORARY HIGHWAY EASEMENT GRANT – DORIS L. AND STEVEN J. HUMBERT – BR #141  
WARRANTY DEED – HENRY AND SHEILA BELL – BR #141 PERMANENT R/W ACQUISITION  
WARRANTY DEED-JAMES EDDIE TERRY-BR# 226

MOTION: Commissioner Riggin made a motion to approve all deeds listed above.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

Ms. Moyer and Mr. Joe Rhett, County Attorney, said the warranty deed for Mr. James Eddie Terry may take two weeks.

This warranty deed was added to the agenda.

Form WD-1  
Revised May-14

**ORIGINAL**

**WARRANTY DEED**

Project: 0710098  
Code: N/A  
Parcel: 4  
Page: 1 of 3

**THIS INDENTURE WITNESSETH**, That Doris L. Humbert and Steven J. Humbert, joint tenants with rights of survivorship the Grantors, of Delaware County, State of Indiana Convey and Warrant to **Board of Commissioners of Delaware County, Indiana**, the Grantee, for and in consideration of the sum of Two Thousand Four Hundred Fifty-----00/100 Dollars (\$2,450.00) (of which said sum \$2,450.00 represents land and improvements acquired and \$00.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantors hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantors, or any successors in title to the abutting lands of the Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantors and all successors and assigns.

The undersigned represents and warrants that he is executing this Warranty Deed in accordance with the terms of the Durable Power of Attorney granted to him by the grantor on the 8<sup>th</sup> day of July, 2015, which Durable Power of Attorney was recorded as Instrument No. 2017R07028 in the Office of the Recorder of Delaware County, Indiana on the 2nd day of June, 2017 and said Durable Power of Attorney has not been revoked and that he is therefore, fully authorized and empowered to convey to the County of Delaware, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments he had full authority to so act.

**ORIGINAL**  
Form WD-1  
Revised May-14      **WARRANTY DEED**

Project: 0710098  
Code: N/A  
Parcel: 4  
Page: 1 of 3

**THIS INDENTURE WITNESSETH**, That Doris L. Humbert and Steven J. Humbert, joint tenants with rights of survivorship the Grantors, of Delaware County, State of Indiana Convey and Warrant to **Board of Commissioners of Delaware County, Indiana**, the Grantee, for and in consideration of the sum of Two Thousand Four Hundred Fifty-----00/100 Dollars (\$2,450.00) (of which said sum \$2,450.00 represents land and improvements acquired and \$00.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantors hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantors, or any successors in title to the abutting lands of the Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantors and all successors and assigns.

The undersigned represents and warrants that he is executing this Warranty Deed in accordance with the terms of the Durable Power of Attorney granted to him by the grantor on the 8<sup>th</sup> day of July, 2015, which Durable Power of Attorney was recorded as Instrument No. 2017R07028 in the Office of the Recorder of Delaware County, Indiana on the 2nd day of June, 2017 and said Durable Power of Attorney has not been revoked and that he is therefore, fully authorized and empowered to convey to the County of Delaware, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments he had full authority to so act.



**ORIGINAL**Form WD-1  
Revised May-14**WARRANTY DEED**Project: 0710098  
Code: N/A  
Parcel: 5  
Page: 1 of 3

**THIS INDENTURE WITNESSETH**, That Henry David Bell and Sheila Bell, husband and wife the Grantors, of Delaware County, State of Indiana Convey and Warrant to Board of Commissioners of Delaware County, Indiana, the Grantee, for and in consideration of the sum of Eighteen Thousand Nine Hundred Fifty----- 00/100 Dollars (\$18,950.00) (of which said sum \$13,950.00 represents land and improvements acquired and \$5,000.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantors hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantors, or any successors in title to the abutting lands of the Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantors and all successors and assigns.

As an inducement for the County close this real estate transaction, the Grantor assumes and agrees to pay the 2016 payable 2017 and the prorated 2017 payable 2018 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

*The full warranty deeds are available in the Auditor's Office.*

**MASTER EQUIPMENT LEASE – PURCHASE AGREEMENT  
SCHEDULE NO. 9343801 2017 FORD EXPLORER**

Ms. Sharon McCormick, Community Corrections Financial Manager, presented the lease agreement for a Ford Explorer lease.

MOTION: Commissioner Henry made a motion to approve master equipment lease for Delaware County Community Corrections for the Ford Explorer lease.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

ORIGINAL

## SCHEDULE 9343801 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

## AMENDMENT

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and Delaware County Commissioners ("Lessee"), dated as of 08/16/2016 (the "Lease") is hereby amended as follows:

Bank Qualified Tax-Exempt Obligation

☒ (Check box for Bank Qualified designation)

Lessee hereby designates this Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 08th day of August, 2017.

Lessee: Delaware County Commissioners

Lessor: Ford Motor Credit Company LLC

By:

James King

Title:

President

By:

Frank Mastrella

Title:

Operations Manager, Municipal Finance

The full agreement is available in the Auditor's Office. Ms. McCormick will provide the agreement again once it is signed by Ford Motor Credit Company L.L.C.

**ORIGINAL****SCHEDULE NO. 9343801 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Master Agreement No. 9343800 dated as of 08/16/2016

This Equipment Schedule dated as of 08/08/2017, is being executed by Ford Motor Credit Company LLC ("Lessor"), and Delaware County Commissioners ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	CASH PRICE	SUPPLIER NAME
1	2017 Ford Police Interceptor Utility, 1FM5K8AR0HGD65286	\$28,661.00	Dellen Ford Lincoln
EQUIPMENT LOCATION: Delaware CountyCommunity Corrections, 100 W. Main Street, Muncie, IN, 47305			
COMMENCEMENT DATE (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): 08/08/2017		INITIAL TERM: 36 months	
		LEASE PAYMENTS: 3 Consecutive Annual in Advance Payments of \$10,307.79 each (including interest), due under this Schedule. See Attachment 1 hereto.	

**Representations, Warranties and Covenants.** Lessee hereby represents warrants and covenants as follows:

- The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

**EXECUTED** as of the date first herein set forth.

Lessee: Delaware County Commissioners

Lessor: Ford Motor Credit Company LLC

By:

  
James King  
President

By:

  
Frank Mastrella  
Operations Manager, Municipal Finance

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

**BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA, REGARDING THE ESTABLISHMENT OF 69/28  
GASTON ECONOMIC DEVELOPMENT AREA  
RESOLUTION 2017-033**

Mr. Brad Bookout, Director of Economic Development & Redevelopment, presented Resolution 2017-033, Gaston Economic Development area (approximately 1000 acres) at 69/28.

**MOTION:** Commissioner Henry made a motion to approve Resolution 2017-033, Regarding Establishment of 69/28 Gaston Economic Development area.

**SECOND:** Commissioner Riggin

**YEAS:** Commissioner Henry, Commissioner Riggin, President King

**RESOLUTION NO. 2017-033**  
**BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA**  
**REGARDING THE ESTABLISHMENT OF**  
**THE 69/28 GASTON ECONOMIC DEVELOPMENT AREA**

WHEREAS, the Delaware County Redevelopment Commission ("Commission"), did on June 8, 2017, adopt a declaratory resolution ("Declaratory Resolution") establishing the 69/28 Gaston Economic Development Area as an economic development area under IC 36-7-14, and confirmed the Declaratory Resolution on July 20, 2017 after conducting a public hearing; and

WHEREAS, IC 36-7-14-41(c) requires that the determination that a geographic area is an economic development area be approved by the Board of Commissioners of Delaware County ("County Commissioners"); and

WHEREAS, the County Commissioners reviewed the Declaratory Resolution as confirmed, the Commission's Economic Development Plan approved by the Declaratory Resolution and the written order of the Delaware-Muncie Metropolitan Plan Commission regarding the Declaratory Resolution and the Plan;


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

1. The County Commissioners hereby find and determine that it will be in the best interests of Delaware County to establish an economic development area in the 69/28 Gaston Economic Development Area as described in the Declaratory Resolution as confirmed.
2. The establishment of an economic development area in the area known as the 69/28 Gaston Economic Development Area as described in the Declaratory Resolution and in Exhibit A to the Declaratory Resolution is hereby approved.
3. This resolution shall be effective from and after passage.

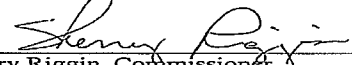
18544123

PASSED AND ADOPTED by the Board of Commissioners of Delaware County, Indiana, this 7th day of August, 2017, by a vote of 3 ayes and 8 nays.

BOARD OF COMMISSIONERS OF  
DELAWARE COUNTY, INDIANA

By:   
James King, President

By:   
Shannon Henry, Commissioner

By:   
Sherry Riggins, Commissioner

ATTEST:

  
Delaware County Auditor

18084837

2

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA, MAKING A FINAL  
DETERMINATION OF THE TAX SALE CERTIFICATE TO BE ASSIGNED TO A NONPROFIT CORPORATION #7

RESOLUTION 2017-034

MOTION: Commissioner Henry made a motion to table Resolution 2017-034, Making a Final Determination of the Tax Sale Certificate to be Assigned to a Nonprofit Corporation #7.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA, TRANSFERRING  
PROPERTY DEEDED IN THE BOARD OF COMMISSIONERS NAME

TO THE CITY OF MUNCIE REDEVELOPMENT COMMISSION

RESOLUTION 2017-035

Commissioners August 7, 2017

Mr. Zane Bishop, City of Muncie, presented Resolution 2017-035. This is adjacent to a property that the City of Muncie Redevelopment Commission owns. Bishop said there is hope of a building being placed on the property, however nothing is official. It may be possible to partner with a non-profit or private developer.

President King asked if this would be deeded over to Muncie Redevelopment Commission and requested this be tabled until further review.

MOTION: Commissioner Riggin made a motion to table Resolution 2017-035 Transferring Property Deeded in the Commissioners Name to the City of Muncie Redevelopment Commission, until President King could research it further.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA, IDENTIFYING A  
TAX SALE CERTIFICATE TO BE ASSIGNED TO A NONPROFIT CORPORATION #8

RESOLUTION 2017-036

Mr. Bill Walters, East Central Indiana, presented Resolution 2017-036, Identifying a Tax Sale Certificate to be Assigned to a Nonprofit #8.

MOTION: Commissioner Henry made a motion to approve Resolution 2017-036, Identifying a Tax Sale Certificate to be Assigned to a Nonprofit #8.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**ORIGINAL** RESOLUTION 2017-036

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE,  
INDIANA, IDENTIFYING A TAX SALE CERTIFICATE TO BE ASSIGNED TO A NONPROFIT  
CORPORATION #8

WHEREAS, Indiana Code 6-1.1-24-17 sets out the procedures for assigning tax sale certificates to a nonprofit corporation.

WHEREAS, there is one parcel in Delaware County that has been in one or more tax sales and has taxes that are severely delinquent. This parcel will be offered to a nonprofit corporation. The parcel is identified as follows:

18-11-29-200-003-000-002      2501 W MOUNT PLEASANT BLVD      Certificate #181600029      Del. Taxes: \$80,611.27

WHEREAS, the Board of Commissioners intends to accept written applications from nonprofit corporations who satisfy the requirements of Indiana Code 6-1.1-24-17 who desire to have the identified tax sale certificate assigned to them.

WHEREAS, the Board of Commissioners hereby sets a public hearing on the 18th day of September, 2017, at 9:00 a.m. in the Delaware County Commissioner's Courtroom, Room 309, 100 West Main Street, Muncie, Indiana 47305 to discuss the assignment of said tax sale certificate.

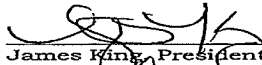
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Indiana that:

Section One. The Delaware County Board of Commissioners hereby identifies the tax sale certificate that the Board desires to assign to a nonprofit entity. Said tax sale certificate is described above.

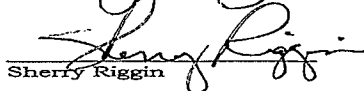
Section Two. The Delaware County Board of Commissioners hereby sets a public hearing on the 18th day of September, 2017, at 9:00 a.m. in the Delaware County Commissioner's Courtroom, Room 309, 100 West Main Street, Muncie, Indiana 47305 to discuss the assignment of said tax sale certificates.

Section Three. The Delaware County Board of Commissioners shall publish a notice regarding the public hearing and will process applications and transfer the parcel in accordance with Indiana Code 6-1.1-24-17.

Passed and adopted by the Commissioners on the 17 day of August, 2017.

  
James King, President

  
Shannon Henry

  
Sherry Riffin

ATTEST:   
Steve Craycraft, Auditor

**DEPARTMENT HEADS AND ELECTED OFFICIALS**

President King read a letter aloud from Ms. Faye Buchanan thanking Veterans office.

President King and Commissioner Henry thanked the Veterans office for their efforts and dedication to the services of the Veterans.

Commissioners August 7, 2017

Commissioner Henry said many times when/if the office is closed, it is due to the office assisting moving Veterans, visits to nursing homes, attending Veterans drug court and many other services that the office provides to Veterans.

---

Applause from the audience.

Commissioner Riffin said although she appreciates what Nate (Mr. Jones) has done, it should be more of a PR piece and that appointments are set by phone and not walk-ins.

President King said with Ms. Jeni Honeycutt's, Commissioners Executive Assistant, assists when Veterans come to their office; Ms. Honeycutt previously worked in the Veterans office and can assist them.

Mr. Nate Jones, Veterans Affairs Officer said the problem before was the office did not have the help needed. At this point people can walk in, the problem is if we have scheduled appointments at that time they would have to wait or come back. Mr. Jones said information is placed on Veterans website.

Commissioner Riffin said a sign should be placed on the door stating if no one is available then go to the Commissioner's office.

President King said funding is available to place something in the newspaper.

Ms. Honeycutt will work with IT to get information on the Delaware County website.



7/25/2017

*ORIGINAL*

Del. Co. Commissioners Office  
100 W. Main St. County Bldg.  
Muncie, IN.

Honorable Commissioner:

As a widow of a deceased Marine, I was in the Veterans Office for information concerning benefits from the VA. I wish to express my appreciation for the great service, kindness and helpfulness, photo copies of my Marine husband, and information given to me by the men in the Veteran Affairs Office.

I also appreciate the service these men rendered to our country and am impressed by their military service and also for their skillful work in the office. Their help to me was invaluable and I am glad they are employed at the VA to serve in this capacity.

Most sincerely,  
Faye L. Buchanan

*Faye L. Buchanan*

RECEIVED  
JUL 25 2017  
BY: *[Signature]*

DELAWARE COUNTY GOVERNMENT – 911 CENTER – COMMUNICATIONS LETTER TO THE MAYOR ABOUT  
TERMINATION OF INTERLOCAL AGREEMENT

President King presented the letter regarding communications with the termination of Interlocal agreement. Mr. Jason Rogers, EMA/EMS Director will stay on as EMA Director but someone will be EMS Director.

Mr. Rogers clarified that when the board was created, the positions were separate, and in 2013 they became a dual role.

MOTION: Commissioner Henry made a motion to send the below letter to the Mayor of Muncie.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

August 7, 2017

**ORIGINAL**

Hon. Dennis Tyler  
Mayor, City of Muncie, IN  
N. High St.  
Muncie, IN 47305

Re: Interlocal Agreement with Delaware County, IN  
Subject: Combined Emergency Dispatch Center  
Date of Interlocal Agreement: December 31, 2011

Dear Mayor Tyler:

On February 6, 2017 the Delaware County Commissioners hand delivered a letter to you expressing their intent and desire to terminate the above referenced interlocal agreement as permitted in Section 15. The purpose of this letter is to reach an agreement on certain issues so that the Delaware County Commissioners can rescind that desire to terminate the Interlocal Agreement and continue with the providing of emergency dispatch services. As you know a discussion was conducted on June 19, 2017 wherein certain topics were discussed.

There are certain changes to the operations of the Emergency Dispatch Board that the Delaware County Commissioners wish to have changed. Those changes are as follows:

1. Require that all meetings of the Board shall be conducted at the Emergency Dispatch Center only and minutes maintained.
2. A letter to be sent by the Delaware County Emergency Communications Center Executive Board to all Town police departments and all volunteer fire departments inviting them to attend meetings of the Board and provide any problems or questions to one of the Board members.
3. The County will not be responsible for the payment of any and all attorney fees incurred by the Delaware County Emergency Communications Center Executive Board for any services. The Interlocal Agreement is silent on this issue.

The Commissioners are committed to continuing to provide emergency communications jointly with the City of Muncie and the entire County. It is the hope and desire of the Commissioners that at some point in the future the parties can have a discussion as to a potential reconfiguration of the Board to include a representative from other police departments and volunteer fire departments. The Delaware County

Commissioners believe that the safety and effective communication with all police departments and volunteer fire departments is essential for public safety. Proper channels of communication with all public safety departments is critical.

Provided that the Emergency Communications Board will accomplish the items set forth in this letter, the Delaware County Commissioners have every intent to rescind the February 6 letter and allowing the Interlocal Agreement to remain in place.

Very Truly Yours,  
Delaware County Board of Commissioners

\_\_\_\_\_  
James King, President

\_\_\_\_\_  
Sherry Riffin, Vice President

\_\_\_\_\_  
Shannon Henry, Member

cc: Ray Dudley, Sheriff Delaware County and President  
Delaware County Emergency Communications Center Executive Board  
Paul Singleton, Executive Director

DELAWARE COUNTY GOVERNMENT EMS  
CORRESPONDENCE LETTER TO THE MAYOR ABOUT CITY  
AMBULANCE SERVICE

President King asked that a motion and second be made regarding the below letter.

Commissioner Henry addressed the article in the paper written by Mr. Keith Roysdon. On social media, City of Muncie commented that this was none being done to save firefighter jobs but due to the response times. Henry talked with Mr. Rogers regarding this.

Mr. Rogers provided statistics and said 3 EMS stations within Center Township and 2 outside Center Township. Response times within City of Muncie and Center Township is an average of 5 minutes. Rogers does not have 911 times. NFPA creates standards for fire and EMS. There are inaccuracies in the press release. Mr. Rogers read a letter aloud from a satisfied customer.

President King asked if it is leased to a private company, who would dispatch.

Commissioners August 7, 2017

Mr. Paul Singleton Director said 911 calls would come through the center but how it was handled would be a third party vendor.

MOTION: Commissioner Henry made a motion to send the below letter to the Mayor of Muncie.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

August 7, 2017

**ORIGINAL**

Hon. Dennis Tyler  
Mayor, City of Muncie, IN  
N. High St.  
Muncie, IN 47305

Re: Ambulance service in the City of Muncie

Dear Mayor Tyler:

A recent article in the Muncie Star Press indicated that the City of Muncie was contemplating starting an emergency ambulance service to provide service to residents of the City of Muncie. Recently there have been "rumors" that the City of Muncie may have more than just an "interest" and may be advancing the concept further.

As you know, the City of Muncie has granted to Delaware County the ability to provide emergency ambulance service in the City of Muncie for over 40 years pursuant to I. C.16-31-5-1(3)(A). The County Emergency Medical Services has provided outstanding service to all of the residents of the City of Muncie and Delaware County.

Currently the County is undergoing negotiations on its collective bargaining agreement with the International Order of Firefighters which is the recognized union for the County's EMS employees. The intent of the City in providing a new ambulance service inside the city limits has a direct and substantial potential impact not only the negotiations as well as the potential for negatively affecting the employment of several county EMS employees.

It is the request of the Board of Commissioners to know if the City of Muncie is going to rescind its permission for the County to operate the emergency medical services in the City of Muncie within the next several months. The contract negotiations have been placed on hold until such time as the County receives the information requested in this letter.

The Board of Commissioners would welcome an opportunity to discuss any issue that the City of Muncie may have with regard to the provision of emergency medical services that may have been the impetus for the City's interest in creating a competing emergency medical service. Please contact one of the Commissioners to schedule a time for any discussion on this matter.

Very Truly Yours,

Mr. Rogers mentioned an email that was received about EMS services based on population.

#### MONTHLY/WEEKLY REPORTS

Weights & Measures June 16 – July 15, 2017

#### PAYMENTS OF CLAIMS

MOTION: Commissioner Henry made a motion to pay claims in the amount of \$1,531,489.35.

Commissioners August 7, 2017

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

---

ADJOURN

MOTION: Commissioner Riggin made a motion to adjourn.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

  
President James King

  
Vice President-Sherry Riggin

  
Member Shannon Henry

  
Auditor Steven G. Craycraft

RECESS:

The next meeting for the Commissioner's will be Monday, August 21, 2017. To be placed on the next Commissioner's Agenda, contact the Commissioner's Office (765-747-7730) no later than **12:00 NOON on the Thursday prior to the scheduled meeting.**