

ORIGINAL

**DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, NOVEMBER 20, 2017 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN ST.
MUNCIE, IN 47305**

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggin
Mr. Steven G. Craycraft
Mr. Joe Rhett, Attorney

APPOINTMENT(S)

MOTION: Commissioner Henry made a motion to appoint Ms. Jodie Rennke Cole as the Community Correction appointment.

YEAS: Commissioner Riggin, Commissioner Henry, President King

There is a current appointment available on Convention & Tourism, however, this will be tabled until the next commissioners meeting. No motion or second.

TABLED BUSINESS

**RESOLUTION TO ASSIGN TAX SALE CERTIFICATES
FROM DELAWARE COUNTY TO THE CITY OF MUNCIE
REDEVELOPMENT COMMISSION
RESOLUTION NO. 2017- 044**

Remain tabled.

APPROVAL OF MINUTES

MOTION: Commissioner Henry made a motion to approve November 6, 2017 minutes.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

PRESENTATIONS TO COMMISSIONERS

SELMA UPDATE – BOARD MEMBERS AND ENGINEER

Mr. Brad Bookout, Economic Development, introduced Mr. Chris Cook and Mr. Tim Smith of Selma Town Board.

Mr. Cook and Mr. Smith, presented and updated the Commissioners regarding Jackson Street Stormwater Improvements project.

Update information available in the Auditors office.

**CONTRACTS OR AGREEMENTS FOR APPROVAL
MUNCIE – AEP NETWORK RECONSTRUCTION**

MOTION: Commissioner Henry made a motion to approve the AEP network reconstruction agreement, parcel 18-11-09-487-001.000-003.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

Exhibits available in the Auditor's office.

EXHIBIT "A"

ORIGINAL

Project: Muncie – AEP Network Reconstruction (1650-5023-70)
Parcel 1A Permanent Easement
Encumbers Tax I.D. #18-11-09-487-001.000-003

Part of the Public Square in the Original Plat of Muncie, Indiana, according to the plat thereof, recorded in Deed Record 1, Page 528, in the Delaware County Recorder's Office, and being more particularly described as follows:

Commencing at the southwest corner of said Public Square, being the intersection of the east right-of-way line of High Street (60 feet right-of-way) and the north right-of-way line of Main Street (60 feet right-of-way); thence South 88 degrees 50 minutes 35 seconds East on the south line of said Public Square and said north right-of-way line, a distance of 28.84 feet and being the **POINT OF BEGINNING**; thence North 00 degrees 15 minutes 56 seconds East parallel with the west face of the Delaware County Building, a distance of 49.90 feet; thence South 89 degrees 44 minutes 04 seconds East a distance of 10.00 feet, more or less, to the face of the said building; thence South 00 degrees 15 minutes 56 seconds West along said building face, a distance of 50.06 feet to the south line of the said Public Square; thence North 88 degrees 50 minutes 35 seconds West on the said south line a distance of 10.00 feet to the **POINT OF BEGINNING**, containing 0.011 acres, more or less.

This description was prepared for American Electric Power and certified by Robert P. Hathaway, Indiana Professional Surveyor, License No. LS 2000-0003.


Robert P. Hathaway, P.S. 10-30-2017



**PROFESSIONAL SERVICES CONTRACT BETWEEN RITTER STRATEGIC SERVICES LLC AND
DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS**

Commissioner Henry said Mr. John Brooke had reviewed the Ritter Strategic Services LLC agreement.

MOTION: Commissioner Henry made a motion to approve the Ritter Strategic Services agreement.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

ORIGINAL

**Professional Services Contract between
Ritter Strategic Services LLC and
Delaware County, Indiana Board of Commissioners**

This agreement ("Agreement") is made by and between Ritter Strategic Services ("Provider"), whose address is 115 South Woodpecker Road, Hagerstown, Indiana 47346, and the Delaware County, Indiana Board of Commissioners, the ("Client"), whose address is 100 West Main Street, #309 Muncie, Indiana 47305, effective this 8th day of November, 2017.

Recitals

Whereas, Provider has expertise in providing professional services related to public safety answering points operations and technology, policy and procedures, government and legislative affairs, and managed service offering; and

Whereas, the Provider and Client express a need for such services.

Now, therefore, in consideration of these premises and of the mutual covenants set forth in this Agreement, the Provider and Client agree as follows:

1. **Services.** Provider agrees to perform the professional services described in Exhibit "A" ("Services") attached to this Agreement (and by this reference made a part of this Agreement) on a time and material basis. The Provider agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby.
2. **Warranty.** Provider warrants that it shall perform the Services in accordance with generally accepted professional standards for such Services in addition to any standards or requirements as specifically designated in Exhibit "A." Provider further warrants that, in its performance of Services, it shall comply with all applicable federal, state and local laws, rules and regulations.
3. **Third-Party Consultants.** Provider may employ such consultants as Provider deems necessary to assist in the performance or furnishing of professional services as specifically designated in Exhibit "A." Provider shall not be required to employ any consultant unacceptable to Provider.

4. **Invoicing and Payment.** Client shall pay to the Provider the fees specifically designated in Exhibit "A" in consideration of Provider's completion of its responsibilities under this Agreement. Invoices will be prepared in accordance with Provider's invoicing practices and will be submitted to Client by Provider on a monthly basis. The portion of the amount billed for Provider's services will be based upon either payment milestones or Provider's estimate of the proportion of services performed at the time of billing.

4.1 **Unpaid Invoices.** If Client fails to make any payment due to Provider for services and expenses within thirty day (30) after receipt of Provider's invoice therefore, the amount due to Provider will be increased at the rate of 1% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day and, in addition, Provider may, after giving fourteen days (14) written notice to Client, suspend services under this Contract until Provider has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

5. **Client's Responsibilities.** Except as otherwise provided in Exhibit "A", Client shall do the following in a timely manner so as not to delay the delivery of services contracted from Provider, and Client shall bear all cost incident thereto. Client agrees to make available in a timely manner personnel, contracts, reports, data or any information deemed necessary to complete findings, provided that said reports, data and information are within the custody and control of the Client.
6. **Times for Rendering Service.** If Client has requested changes in the scope, extent or character of a Project as described in Exhibit "A", the time of performance and fee of Provider's services shall be adjusted in accordance with Exhibit "A".

6.1 **Work done by Provider will commence on the first mutually acceptable date after execution of this Agreement and will be completed in full and with all Project Deliverables delivered in final form no later than the date specified in Exhibit "A".** It is expected that both Parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable tasks and activities associated with the schedule.

Page 2 of 5

6.2 A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- 6.2.1 notify the other party of the Force Majeure Event and its impact on performance under this Agreement; and
- 6.2.2 use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

7. **Term and Termination.** The Client may terminate the Agreement at any time and for any reason by simply notifying the Provider in writing. Upon termination of this Agreement by either Party, the Provider will be entitled (a) to retain all sums previously paid; (b) to payment of all outstanding unpaid invoices; and (c) to payment for services rendered through the date that the Provider received notice of termination.

8. **Indemnification.** Provider shall indemnify, defend and hold Client, officers, directors, partners, and employees from any third-party claim, loss, damage, cost or expense, including attorney's fees and costs of defense, which the Customer may incur by reason of or arising out of (a) any person filing any lien against any property of the Customer, or any claim or lawsuit against the Board in which the person claims payment from the Client for Services; (b) the negligent or intentional act of Provider in the provision of Services pursuant to this agreement; (c) any personal injury (including death) or property damage caused by the negligent or intentional act or omission of, or a breach of any obligation of Provider in the provision of Services pursuant to the Agreement.

8.1 The Client shall provide this same indemnification to the Provider.

8.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Provider, officers, directors, partners, employees, agents and Provider's Consultants, and any of them to Customer and anyone claiming by, through, or under Customer for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or

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causes, including but not limited to the negligence, professional errors or intentional or deliberate omissions, strict liability or breach of contract, or warranty express or implied of Provider or Provider's officers, directors, partners, employees, agents, or Provider's Consultants, or any of them shall not exceed the total value of the contract between the Client and Provider.

9. **Notices.** All notices and other official communications under this Agreement shall be in writing and sufficiently given if (1) personally delivered to the addressee; (2) delivered by nationally recognized overnight courier service evidencing written receipt of delivery; (3) mailed by U.S. Certified mail, return receipt requested, postage paid; or (4) by electronic mail with subsequent confirmation by delivery in any manner previously mentioned to the addresses above.
10. **Insurance.** During the term of this Agreement, Provider shall maintain the following insurances with the following minimum coverage:
 - (a) Comprehensive General Liability - \$ 1,000,000 per occurrence; \$ 1,000,000 general aggregate;
 - (b) Business Automobile Liability for Owned, Non-Owned, and Hired Automobiles -combined single limit of \$ 1,000,000 per occurrence; and
 - (c) Professional Liability - \$ 1,000,000 per claim.
11. **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.
12. **Independent Contractor.** The relationship; created by this Agreement between Provider and Client shall be that of independent contractors. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party shall have the authority to enter into contracts or assume obligations for or on behalf of the other Party.
13. **Severability.** In the event any term of this Agreement is or becomes or is declared to be invalid or void by any court, such terms shall be null and void and shall be deemed deleted from this Agreement, and all the remaining terms of the Agreement

Page 4 of 5

shall remain in full force and effect. The Parties further agree to make a good faith effort to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

14. **Governing Law, Disputes, and Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Indiana. In the event of any dispute concerning this Agreement, suit may be brought only in the a court of competent jurisdiction in Wayne County, Indiana.

15. **Acknowledgment.** The Agreement contains the complete and final Agreement between the Provider and Client and no other Agreement in any way modifying any terms and conditions will be binding upon the Provider or Client unless made in writing and signed by the Provider's or the Client's authorized representatives.

Client:
By: [Signature]
Printed Name: Douglas King
Title: Commissioner
Date: 11-20-2017

Ritter Strategic Services LLC
By: _____
Printed Name: _____
Title: _____
Date: _____

[Signature]
AUDITOR 11-20-17

Appendix "A"

Project: Delaware County Board of Commissioners

Ritter Strategic Services LLC shall provide consulting services to the Delaware County Board of Commissioners and staff as detailed below:

Task 1 Evaluation of Consolidated Public Safety Answering Point (PSAP) Structure and Operations

This task will provide an opportunity for Provider to fully understand the organizations structure, management and legal obligations of PSAP, to include the Client. It is understood that parts of Task 1 and Task 2 will be performed simultaneously in pursuit of a resolution.

Task 2 Dispute Resolution

Provider will engage with the Client, its' agents or employees, the Mayor for the City of Muncie, Indiana or his agents or employees, any board or individual board members who has legal authority to oversee and/or manage the PSAP and first responders, all who may provide information on the current structure and operation of the PSAP.

- a. The purpose of this task is to reach consensus between the Delaware County Board of Commissioners and the City of Muncie Mayor for the continued operation of the consolidated PSAP, or
- b. The dissolution of the consolidated PSAP in the best interest of public safety.

Task 3

Provider will assist with the negotiation and implementation of any new agreement deemed appropriate by the Client.

Terms

It is expected that all tasks can be completed within 90 days from the mutually accepted start date. Should any of the tasks not be completed, this engagement can be extended for a length of time as mutually agreed upon by the Parties.

Expected Duration: 90 days

Hours: 60 (not to exceed)

Rate: \$ 125.00 per hour

Fee: \$ 7,500 (not to exceed)

ORDINANCES FOR SECOND READING

**A DELAWARE COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL ENFORCEMENT FUND
ORDINANCE 2017-028**

MOTION: Commissioner Henry made a motion to table Ordinance 2017-028, Health Department Environmental Enforcement Fund.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

*table
again*

ORDINANCE 2017 - 028

ORIGINAL

**AN DELAWARE COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL ENFORCEMENT FUND**

WHEREAS, Delaware County Board of Health is a governmental agency and a subdivision of the executive branch of local government, and

WHEREAS, the Board of Health obtains monies for fees levied against orders issued by Board of Health; and said Board of Health obtains monies by way of fines against property owners who willfully violates Board of Health orders; and

WHEREAS, it is the Board of Health's duty to pay recording fees to document defective properties; and

WHEREAS, these fees and assessments paid into the Health Department needs to have a fund in which to deposit said funds; and

WHEREAS, that the Board of Health is required to pay recording fees to lien certain properties so that the defects in said property constitutes a lien in the chain of title; and

NOW THEREFORE BE IT ORDAINED by the Delaware County Commissioners that the Board of Health be permitted to establish a "Delaware County Board of Health Department Environmental Enforcement Fund" to receive monies from which can be paid recording fees to the Delaware County Recorder's Office and to offset costs incurred in the process of deeming properties Unfit for Human Habitation and that said funds be non-reverting.

DELAWARE COUNTY COMMISSIONERS ESTABLISHING
THE VETERANS AFFAIRS DONATION FUND
ORDINANCE 2017-029

MOTION: Commissioner Riggin made a motion to approve Ordinance 2014-029, Establishing the Veterans Affairs Donation Fund.
SECOND: Commissioner Henry
YEAS: Commissioner Riggin, Commissioner Henry, President King

ORIGINAL

ORDINANCE 2017- 029

DELAWARE COUNTY COMMISSIONERS
ESTABLISHING THE VETERAN'S AFFAIRS DONATION FUND

WHEREAS, an ordinance for a Veteran's Affairs Donation Fund is to be established but cannot be located; and

WHEREAS, it is necessary to file an ordinance to establish Veteran's Affairs Donation Fund so people can donate funds to help veterans in our community ; and

WHEREAS, the Delaware County Veteran's Affairs Office will receive donations to be used to support the needs of veterans, activities and programs designed to help veterans by the Veteran's Affairs Director; and

WHEREAS, this money shall remain in said fund and shall not revert back into the County General funds at the end of the calendar year.

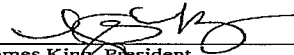
WHEREAS, the Delaware County Veteran's Affairs Donation Fund shall not be required to request appropriations from the County Council unless the funds are being used for personnel.

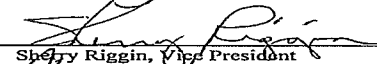
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

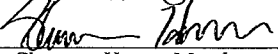
1. There shall be established a separate non-reverting fund for the purpose of receiving any and all donations and gifts funds for the Delaware County Veteran's Affairs Office to assist veterans in the County.
2. Said funds shall be deposited into this non-reverting fund and shall be used by the Delaware County Veterans Affairs Office for activities and programs as created and approved from time to time, without appropriation, by the Director of the Veteran's Affairs Office.

Passed and adopted by the Board of Commissioners on the 20 day of November, 2017.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA


James King, President


Sherry Riggin, Vice President


Shannon Henry, Member

ATTEST:


Steven Craycraft, Delaware County Auditor

ORDINANCES FOR FIRST READING

ORDINANCE AMENDING TITLE 5 OF THE
DELAWARE COUNTY CODE OF ORDINANCES
ORDINANCE NO. 2017- 030

Commissioner Henry said the presented Ordinance 2017-030 is for approving ATV and side vehicles on county roads. The use is for county maintained roads.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2017-030, Amending Title 5 of the Delaware County Code or Ordinances.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

First Reading
11/20/2017

ORIGINAL

ORDINANCE 2017-030

ORDINANCE AMENDING TITLE 5 OF THE DELAWARE COUNTY CODE OF ORDINANCES

WHEREAS, the Board of Commissioners of Delaware County, Indiana (the "Commissioners") has adopted a policy prohibiting the use of wheeled devices commonly known as skateboards, roller skates/blades, and scooters on public property, including County Highways unless specifically designated for that use; and

WHEREAS, this policy is currently codified in Title 5, Chapter 17, of the County's Code of Ordinances and provides for a penalty to be imposed for any such violations; and

WHEREAS, Indiana Code Section 9-21-1-3.3 allows the County to adopt, by ordinance, traffic regulations concerning the use of golf carts or off-road vehicles, or both, on highways under the jurisdiction of the County; and

WHEREAS, the Commissioners have determined a need to amend the County's existing Code of Ordinances in order to expand and clearly state the County's policy regarding the use of wheeled devices and other unregistered vehicles, including golf carts and off-road vehicles, on public property, including County Highways.

IT IS THEREFORE ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA that:

SECTION 1. The following shall be added to Title 5, Vehicles and County Highway, of the Delaware County Code of Ordinances as Chapter 17A:

"CHAPTER 17A – LOW SPEED, OFF-ROAD, AND OTHER LIKE VEHICLES

5-17A-1. Definitions.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

LICENSED PERSON. Any person holding a valid Indiana motor vehicle operator's license or a comparable license issued by another state.

LOW SPEED VEHICLE. Any two-, three- or four-wheeled motor powered vehicle:

- (A) With a maximum design speed of not more than 35 mph;
- (B) With a maximum weight not to exceed 2,200 pounds; and

- (C) With the capacity to transport one or more persons from one place to another or for recreational use.

An example of a Low Speed Vehicle is a golf cart, or other similar type of vehicle.

PERSONAL ASSIST MOBILITY DEVICE. Any three- or four-wheeled motorized vehicle used to assist medically handicapped persons travel from one place to another.

OFF-ROAD VEHICLE. Any four-wheeled motorized vehicle having either a side-by-side seating arrangement or straddled seating for which the state does not require registration and plating to utilize in going from one place to another for transportation or recreation. The term includes vehicles commonly referred to as all-terrain vehicles (ATV), side-by-side vehicles (SxS), utility task vehicles (UTV), recreational off-highway vehicles (ROV), or multipurpose off-highway utility vehicles (MOHUV).

5-17A-2. Permitted Uses.

- (A) Any Low Speed or Off-Road Vehicle equipped with headlamps, tail lights, mirror, and horn operated by a licensed driver shall be allowed to be utilized as a vehicle for the purposes of transportation or recreational activities in and on the highways under the jurisdiction of the County.
- (B) No Low Speed or Off-Road Vehicle may be parked or operated on a highway in the state highway system other than to cross the state highway at a 90 degree angle (right angle) in order to travel from one County highway to another County highway and only when the operation can be done safely.
- (C) Any person who, by medical prescription, operates a Personal Assist Mobility Device in and on the highways of the County shall be allowed as to the benefit only of the prescribed person.
- (D) Any permitted use shall still be subject to all state statutes and relevant County ordinances applicable to the operation of motor vehicles, including speed limits and parking restrictions.
- (E) The number of passengers permitted on any Low Speed or Off-Road Vehicle may not exceed the number of passengers recommended by the Vehicle's manufacturer.
- (F) Where more than one Low Speed or Off-Road Vehicle is present, they shall ride single file and no single file group shall pass or overtake any motor vehicle.
- (G) No Low Speed or Off-Road Vehicle shall be loaded or unloaded from a stopped or standing motor vehicle on the traveled portion of any County highway.

- (H) The Operator of a Low Speed or Off-Road Vehicle shall maintain insurance on the operation of the vehicle in the minimum amounts specified in I. C. 9-25-4-5.

5-17A-3. Prohibited Uses.

- (A) Except as specifically provided in § 5-17A-2, the utilization of Low Speed Vehicles, Personal Assist Mobility Devices, or Off-Road Vehicles in and on the highways of the County (including highways in the state highway system) is prohibited and the same shall be a violation of this Ordinance.
- (B) No Low Speed or Off-Road Vehicle may be operated on a County highway where such operation is specifically prohibited by ordinance. Any such prohibition will only be effective when signs giving notice of the prohibition are posted upon or at the entrances to the highway or part thereof that is affected.

5-17A-4. Risk.

The County makes no representations as to safety of its highways or the use of its highways for Low Speed Vehicle, Personal Assist Mobility Device, or Off-Road Vehicle purposes. Any use of Low Speed Vehicles, Personal Assist Mobility Devices, or Off-Road Vehicles is done at the risk of the operator and his or her passengers.

5-17A-5. Severance Provision.

Should any part of this Chapter be declared invalid, such invalidity shall apply only to the specific Section or Subsection of the Chapter so declared invalid and shall not otherwise affect the balance of the Chapter.

5-17A-6. Enforcement and Penalties.

- (A) An officer of the Delaware County Sheriff's Department may issue a County Ordinance Violation citation to a person who violates any provision of this Chapter.
- (B) Any person found in violation of any provision of this Chapter shall be fined in a sum not to exceed Two Thousand Five Hundred (\$2,500.00) Dollars. A fine assessed for a violation of this Chapter shall be deposited into the County's general fund.
- (C) A violation of this Chapter that is committed on a state highway by the operator of a Low Speed or Off-Road Vehicle is considered to be an ordinance violation."

SECTION 2. All remaining sections of the Delaware County Code of Ordinances shall remain in full force, except, any ordinance in conflict with the provisions herein shall be superseded and of no effect.

SECTION 3. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA ON THIS, THE _____ DAY OF _____, 2017.

James King, President
Board of Commissioners

Sherry Riggin, Vice President
Board of Commissioners

Shannon Henry, Member
Board of Commissioners

Attest:

Steven G. Craycraft, Auditor
Delaware County, IN

ORDINANCE TO REPEAL DELAWARE COUNTY
ORDINANCE 98-007-A AND ORDINANCE 98-007-A1
ORDINANCE NO. 2017- 031

Mr. Jammie Bane, Health Administrator, presented Ordinance 2017-031 to replace the current Ordinance.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2017-031, Repeals Delaware County 98-007A and 98-007A1.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

DELAWARE COUNTY COMMISSIONERS ORDINANCE
FOR CASA J-CAT PILOT PROJECT FUND
ORDINANCE NO. 2017- 032

MOTION: Commissioner Henry made a motion to introduce Ordinance 2017-032, CASA J-Cat Pilot Project Fund.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to suspend Ordinance 2017-032, CASA J-Cat Pilot Project Fund.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to adopt Ordinance 2017-032, CASA J-Cat Pilot Project Fund.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

ORDINANCE 2017- 032

DELAWARE COUNTY COMMISSIONERS
ORDINANCE FOR CASA J-CAT PILOT PROJECT FUND

ORIGINAL

WHEREAS, the Delaware County CASA Program has been selected as a pilot program for the Juvenile Case Assessment Tool (J-CAT) pilot project by the Indiana Supreme Court Administration; and

WHEREAS, the Delaware County CASA Program is being awarded funds to implement this pilot project; and


WHEREAS, the Board of Commissioners is supportive of the Delaware County CASA Program receiving these funds and needs to set up a separate non-reverting fund for the deposit and use of the pilot funds by the Delaware County CASA Program.

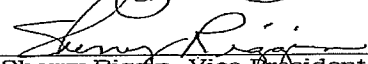
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

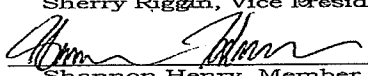
1. A Separate non-reverting fund shall be established by the Delaware County Auditor for the purpose of receiving any and all funds for the Delaware County CASA Program as awarded by the State of Indiana for the Juvenile Case Assessment Tool (J-CAT) pilot project.
2. Said pilot funds shall be deposited into this non-reverting fund and shall be used by the Delaware County CASA Program, without appropriation, as per specified by the Delaware County CASA Director.

Passed and adopted by the Board of Commissioners on the 26 day of November, 2017.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA


James King, President


Sherry Riggan, Vice President


Shannon Henry, Member

ATTEST:


Steven Craycraft, Delaware County Auditor

DEPARTMENT HEADS AND ELECTED OFFICIALS

Ms. Jane Lasater, County Councilmember, said she attended ECI meeting. Counties from all over Indiana attended the meeting and was complementary of Delaware County

Ms. Angie Moyer, Project Director, updated the Commissioners on the quote from R & C Fence.



3326 Engle Road
 Fort Wayne, IN 46809
 (260)478-7667 Fax (260)747-7818

Proposal-Acceptance

www.randcfence.com

Submitted To DELAWARE COUNTY COMMISSIONERS		Date 10/12/17	Date of Plans
Address 7700 E. JACKSON ST		Job Name BRIDGE RAINING	
City, State & Zip Code MUNICE, IN. 47302		Job Location WHITE RIVER BRIDGE / WHEELING AVE	
Phone Number 765 747 7765	Fax Number CELL 765 228 9029	Project Director ANGELA MOYER amoyer@co.delaware.in.us	

1. REMOVE TYPE 1 AND TYPE 11 BRIDGE RAILING (89) SECTIONS (BRIDGE ONLY)
 SAND BLAST AND APPLY PLASCOAT FINISH SAME AS JACKSON AND REINSTALL SAME

2. INSTALL APPROX. 400 LF OF 4' HIGH CHAIN LINK FENCE AT SAME LOCATION FOR
 SAFTEY

3. PROVIDE ARROW BOARD AND CONES TO BLOCK OFF LANE DURNING REMOVAL AND
 INSTALLATION

TOTAL = \$ 73,532.00

BID IS BASED ON REUSING EXISTING ANCHORS

OPTION : SUPPLY NEW STAINLESS STEEL ANCHORS ADD = \$ 18,225.00

OPTION: DELETE 1' 6" RAILING. REMOVE AND HAUL AWAY. FILL HOLES.
 DEDUCT \$6,814.00

DELETE STAINLESS STEEL ANCHORS FOR 1'6" RAILING.
 DEDUCT \$4,032.00

SEE WARRANTY INFORMATION INCLOSED

S _____
 B _____
 D _____

We propose to furnish material & labor in accordance with above specifications

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above-specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, or other contingencies beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

R&C Fence Signature: _____

DON ROOP SR

Title: _____

Acceptance of Proposal

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Buyer promises to pay in full any balance due within 30 days of completion, unless otherwise noted and agreed. Buyer understands and agrees that interest will accumulate on all unpaid balances that exceed 30 days at a rate of 1 1/2% per month. By execution of this contract, buyer grants to R&C Fence, Inc. all rights necessary to collect the balance due. Should R&C Fence, Inc. elect to enforce its collection rights in a collection proceeding, buyer agrees to pay all court costs, attorney fees, and other expenses incurred by R&C Fence, Inc. in the collection proceeding.

Buyer Signature: _____

Date of Acceptance: _____

PAYMENTS OF CLAIMS

MOTION: Commissioner Henry made a motion to approve claims in the amount of \$1,783,407.45.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

QUESTIONS, COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

Mr. Bob Schroyer, Muncie, Indiana, made recommendations/opinions of what should take place regarding building a new jail in Delaware County, Muncie, Indiana.

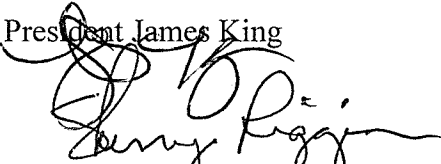
RECESS

MOTION: Commissioner Riggin made a motion to recess until December 4, 2017.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

President James King



Vice President Sherry Riggin

Member Shannon Henry



Auditor Steven G Craycraft

