

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, June 18th, 2018 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN ST.
MUNCIE, IN 47305

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Ms. Steven G Craycraft
Mr. John Brooke, Attorney

TABLED BUSINESS

Mr. John Brooke, County Attorney, updated the Commissioners regarding the agreement of Medicaid for Inmates agreement.

APPLICATION FOR COUNTY EDIT GRANT FUNDS
DELAWARE COUNTY HISTORICAL SOCIETY

MOTION: Commissioner Riggan made a motion to remove from the table the application for County EDIT Grant Funds for Historical Society.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

MOTION: Commissioner Riggan made a motion to approve \$4700 to Historical Society from EDIT funds.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

ORIGINAL

**Delaware County
Application for EDIT Grant Funds**

Name of Applicant Organization: Delaware County Historical Society
 Address of Applicant: 120 E Washington St.
MUNCIE, IN 47305
 Contact Person and Position: James B Waechter
 Phone Number of Applicant: 765-282-1550
 Email address of Applicant: jwaechter@delawarecountyhistory.org
 Federal ID Number: 23-7218930
 Amount Requested: \$ 4700
 Minimum Amount Needed: \$ 4700

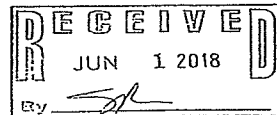
Summary of the Applicant Organization purposes and goals:
See Attachment C - Mission Statement Identifies purpose & Goals

Summary of the Grant Request:
See Attachment Page

Include in your summary of the Grant request specifics on how the funding will be used and how the funding will further the need and purposes and goals of the applicant organization as well as how the funds requested will improve Delaware County. The summary of the request should include the targeted population or purpose.

Additional Documents necessary to be included with your application are listed below. All documents received by the Board of Commissioners shall be maintained as confidential and not disclosable under the Public Records law as "deliberative documents".

- A. A copy of the federal determination of tax exempt status
- B. Certificate of good standing of the organization by the State of Indiana
- C. Mission Statement of the applicant organization
- D. Names, addresses, affiliations and titles of all members of the Board of Directors of the applicant organization
- E. Year to date balance and/or current financial statement
- F. Prior 2 years of financial statements of the applicant organization



APPROVAL OF MINUTES

MOTION: Commissioner Riggin made a motion to approve minutes for June 4th, 2018.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

PRESENTATIONS TO COMMISSIONERS

Mr. Nate Jones, Veterans Director, presented information in which VA, Eagles Lodge Recognition received approval from their board to give \$5000 to Veterans of Delaware County. A certificate was presented to the Eagles Lodge. Visit Muncie's Culvers on June 19, 2018. See below.

Culver's Cares

DONATE WHILE YOU DINE

Visit Culver's of Muncie on June 19th at 5-8pm and we will donate a percentage of our sales to Delaware County Veteran Affairs. Enjoy a delicious meal, benefit a great cause and feel good all over.

THANKS FOR YOUR SUPPORT!



Come on in to your local Culver's restaurant:

Culver's of Muncie
1312 W. McGalliard
Muncie, Indiana 47303
(765) 212-2811

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UNITED WAY

Mr. Casey Stanley, Volunteer to United Way, presented information of families living in poverty in Delaware County. A solution is hopeful through early education. Children from lower income and poverty level are exposed to the cycle of repeating itself from generation to generation. United Way funding supports more than 25 programs and local United Way recently was recognized for the mission of reading. Mr. Stanley asked that the county employees engage in supporting United Way.

All Commissioner agreed to take an active role in United Way for employees of Delaware County.

CONTRACTS OR AGREEMENTS FOR APPROVAL
BI CONTRACT AND ELECTRONIC MONITORING OF INMATES
FROM DELAWARE COUNTY JAIL BY DCCC

MOTION: Commissioner Henry made a motion to approve the BI contract and Electronic Monitoring of Inmates.

SECOND: Commissioner Riggini

YEAS: Commissioner Riggini, Commissioner Henry, President King

ORIGINAL

CONTRACT FOR ELECTRONIC MONITORING OF INMATES FROM DELAWARE COUNTY JAIL BY DELAWARE COUNTY COMMUNITY CORRECTIONS

THIS CONTRACT made and entered into this 18th day of June, 2018 by and between THE DELAWARE COUNTY COMMUNITY CORRECTIONS (hereinafter DCCC), DELAWARE COUNTY COMMISSIONERS, and DELAWARE COUNTY SHERIFF DEPARTMENT.

WHEREAS, the DCCC proposed to offer Radio Frequency (RF206), Global Positioning System (GPS), and SmartLink Pretrial Electronic Monitoring of inmates placed in the Delaware County Jail to reduce jail population, and

WHEREAS, the parties have reached an agreement concerning the arrangement for such payment to DCCC from the Delaware County Commissioners for providing RF206, GPS, or SmartLink Pretrial Electronic Monitoring and supervision of inmates by referral from the Delaware County Courts and/or Delaware County Sheriff Department to the RF206, GPS, or SmartLink Pretrial Electronic Monitoring Programs.

NOW THEREFORE, in consideration of the parties hereto agree to as follows:

DCCC will offer to accept no more than one hundred fifty (150) inmates in the RF206, GPS, or SmartLink Pretrial Electronic Monitoring Program to assist in reduction of the population in the Delaware County Jail.

As to the RF206, or GPS monitoring DCCC will invoice monthly the Delaware County Commissioners an initial fee of \$10.00 per client and \$14.00 per day to cover the cost equipment rental, monitoring, and supervision.

As to SmartLink monitoring DCCC will invoice monthly the Delaware County Commissioners an initial fee of \$10.00 per client and \$10.00 per day to cover the cost equipment, monitoring, and supervision.

DCCC will supervise all Pretrial Electronic Monitoring clients, provide them with case management, weekly appointment schedules, and complete random drug screens deemed necessary by the case manager or as requested by the courts. Drug screens will be invoiced monthly to the Delaware County Commissioners at a rate of \$15.00 per drug screen.

- 1. Conditions for acceptance:
 - a. residence in Delaware County or contiguous county
 - b. court status that is pretrial or pending placement violation
 - c. sign all rules set by the Pretrial Electronic Monitoring Program
- 2. Referral process:
 - a. Jail Supervisor will notify the Home Detention Supervisor of a potential participant by telephoning their information.
 - b. Referral by the Delaware County Courts.


- c. Home Detention staff will check the jail list daily and process any individual who may qualify for the program with the assistance of jail staff and Delaware County Courts.
- 3. **Violations:** If an inmate violates the DCCC rules of RF206, GPS, or SmartLink Pretrial Electronic Monitoring notification will be sent by DCCC to the Sheriff's staff along with the presiding court.
- 4. **Equipment Charges:** If the inmate damages, cuts off or discards the transmitter, DCCC will notify the Sheriff's office of the violation and County Commissioners of their financial obligation for reimbursement to DCCC for equipment replacement cost. **Reimbursements will be up to a rate of \$2,150.00 RF206 Monitoring Device and Transmitter. GPS replacement costs are \$2,300 per Transmitter, \$250 per Beacon, \$149 per power cord, and \$35 per strap.**

Delaware County Commissioners will be responsible for payment of any and all financial cost incurred by DCCC for supervision of these inmates resulting from placement in the RF206, GPS, or SmartLink Pretrial Electronic Monitoring Programs.

Delaware County Sheriff's Office is obligated to provide up to one hundred fifty (150) inmates that meet conditions for acceptance for the RF206, GPS, or SmartLink Pretrial Electronic programs.

This CONTRACT will be in effect from the date signed until 30th day of June, 2019 and made renewable/changeable with agreement between both parties each year thereafter.

Signed this 18 day of JUNE, 2018 by and between:



 James King, President
 Delaware County Commissioner

 William Cassell,
 DCCC, Executive Director



 Shannon Henry
 Delaware County Commissioner

 Ray Dudley
 Delaware County Sheriff



 Sherry Riggins
 Delaware County Commissioner



 Steve Craycraft
 Delaware County Auditor

MOTION: Commissioner Moyer made a motion to approve Bid Award – BR #701 to Schutt Lookabill.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

WHEELING SAFETY IMPROVEMENTS – AMENDMENT #1 – ANGIE MOYER

MOTION: Commissioner Riggan made a motion to approve Wheeling Safety Improvements, Amendment #1.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

AMENDMENT 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: January 2, 2018
- b. Owner: Delaware County Commissioners
- c. Engineer: American Structurepoint, Inc.
- d. Project: Wheeling Avenue Safety Improvements, Moore Rd & Carrington Blvd

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Service

3. Description of Modifications

- Attachment 1, "Modifications"
- Exhibit 1, Geotechnical Fee Proposal
- Exhibit 2, Right-of-Way Fee Estimates

ORIGINAL

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the dated of the latest required signature below.

Owner: Delaware County Commissioners Engineer: American Structurepoint, Inc.

By: [Signature] By: [Signature]
 Print name: James King Print name: Cash E. Canfield
 Title: President, Commissioner – District 1 Title: Executive Vice President
 Date Signed: 03-27-18

By: [Signature]
 Print name: Sherry Riggan
 Title: Commissioner – District 2

By: [Signature]
 Print Name: Shannon Henry
 Title: Commissioner – District 3

Date Signed: 6-18-18

Attest: [Signature]
 Title: Auditor

EDIT PLAN REVISION

Mr. Brooke said the revision is to take \$550,000 from 59 and move it to project 37.

MOTION: Commissioner Henry made a motion to approve the revision of the EDIT Plan.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

Projects 6-14	CLOSED	
Project 15 -	Spec Shell Building Purchase of Real Estate and Construction:	\$900,000.00
Projects 16-23	CLOSED	
Project 24 -	Delaware County Economic Development:	\$450,000.00 (\$150,000.00 per year)
Projects 25-27	CLOSED	
Project 28 -	Building Upgrade and/or Maintenance: \$500,000.00	
Projects 29-31	CLOSED	
Project 32 -	Brownfield Remediation, money to be used for costs associated with grant monies and/or removal of contaminants:	\$30,000.00
Projects 33-34	CLOSED	
Project 35-	Infrastructure Fund:	\$500,000.00
Project 36	CLOSED	
Project 37-	Public Safety and Health Fund:	\$1,200,000.00
	<u>\$1,750,000.00</u>	
Project 38-	Rail Spur Dock/Maintenance:	\$230,000.00
Projects 39-40	CLOSED	
Project 41	Delaware County Fairgrounds	\$250,000.00
Project 42	CLOSED	
Project 43-	Bell Aquaculture Road:	\$100,000.00
Projects 44-45	CLOSED	
Project 46-	Bridge #141 (Tiger Drive):	\$500,000.00
Project 47-	Bridge #161 (Smithfield):	\$500,000.00
Project 48-	IT Software Maintenance and Equipment:	\$ 350,000.00
Projects 49-52	CLOSED	
Project 53-	Town of Yorktown:	\$ 567,000.00 or \$267,000 per year

Projects 54-55	CLOSED	
Project 56-	Town Redevelopment Projects:	\$00
Project 57-	Demolition/Site Cleanup Funds:	\$50,000.00
Project 58-	Animal Control: _____	\$ 171,000.00
Project 59	Daleville Economic Development Downtown Project-	\$ 2,500,000
\$1,950,000.00		
Project 60	CLOSED	
Project 61-	Improvement of County:	\$100,000.00
Project 62-	Jail Purchase and Construction and legal fees	\$3,000,000.00

The purpose of this fund is to assist non-governmental community based organizations within Delaware County with regard to addiction and rehabilitation services; improvement of youth organizations and activities or improvement of the community well-being. Applications shall be submitted to the County Commissioners and the County Commissioners shall in the sole discretion of the Board of Commissioners.

SEVENTY-FIVE PERCENT (75%) TEST:

In accordance with I. C. 6-3.5-7-15, this Plan incorporates projects, the cost of which when taking into consideration funds already pledged for repayment of obligations from previous Projects, at least seventy-five (75%) of the certified distribution the County expects to receive during the term of the Plan. This Economic Development Income Tax Capital Improvement Plan of Delaware County for July 1, 2016 through June 30, 2019 is adopted this _____ day of _____, 2018.

DELAWARE COUNTY COMMISSIONERS

James King, President

Sherry Riffin, Vice-President

Shannon Henry, Member

ATTEST: _____
Steve Craycraft, Delaware County Auditor

Complete agreement is located in the Auditor's Office

WABASH SCIENTIFIC CONTRACT FOR CONSULTING SERVICES

MOTION: Commissioner Henry made a motion to approve Wabash Scientific contract for consulting services.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, President King

NAYES: Commissioner Riggin

Complete agreement is located in the Auditor's Office

Wabash Scientific, Inc. ORIGINAL

CONTRACT FOR CONSULTING SERVICES

This contract is entered into this ___ day of June, 2018, by and between the Delaware County Commissioners (hereinafter referred to as the "Owner") and Wabash Scientific, Inc. (hereinafter referred to as the "Consultant").

WHEREAS, the Owner has been informed of deficiencies in the existing jail facility which require action, and therefore seek to more fully understand the alternatives for addressing those deficiencies and also seek to ascertain the relative impacts of various alternatives, and

WHEREAS, the Owner has determined that Wabash Scientific, inc., has demonstrated the requisite expertise to assist the Owner in addressing these problems and assessing impact of alternatives,

NOW THEREFORE BE IT AGREED, that the Owner and the Consultant shall enter into this contract wherein the Consultant shall provide services in accordance with the Scope of Services set out below, and for the compensation specified under the section entitled "Compensation for Services," as hereinafter set forth.

SECTION I: SCOPE OF SERVICES

As background, the County has confirmed a need for substantial improvements to its jail facilities, and the County Commissioners are contemplating a range of options. An architectural firm has developed a comparison of alternatives to address the issues. That assessment has generated public discussion, which resulted in a 'rebuttal' impact assessment from local academics and others. The Commissioners are seeking further input in determining its direction, which has brought the Owner to seek additional perspective from the Consultant in terms of impact assessment and potential reconciliation of opposing viewpoints.

Primary Focus on Taxpayer Impact

The Owner operates from the premise that Taxpayer Impact is the primary focal point of the jail decision. It is acknowledged by all parties that every case of public policy results in differential impacts on different populations with different attributes. However, the Owner has stated that every alternative must be considered from the perspective of the taxpayers which will bear the burden of the cost of the selected alternative.

Discussions Related to Impact Assessment from Ball State

While the Owner was aware of the need to assess alternative impacts for addressing jail deficiencies, the local Bar Association and others have presented an impact analysis which purports to measure and assess the relative merit of a jail alternative. As such, the impact analysis offered by that constituency is to be reasonably considered as part of the scope of this contract, between the Owner and Consultant, and such consideration is hereby included in the Scope of Services.

The Consultant shall work directly with the Owner to review the impact analysis and to determine the issues which have merit, as well as items which raise questions. The Consultant shall endeavor to summarize and clarify major issues raised by the impact analysis and objectively present those issues to the Owner. The Owner will consider the issues raised in the impact analysis and determine which issues might serve to assist in the development of constructive outcomes.

Discussions Related to the Architectural/Engineering Report

The Consultant shall endeavor to research the architectural/engineering (A/E) report for purposes of framing the larger public discussion and objectively informing the public of the relative merits of the alternatives examined. The Consultant is not expected to provide professional criticism of architectural or engineering issues, but rather to summarize the A/E report for purposes of informing the general public, as well as shaping the public discussion.

As stated previously, the Owner's primary focus lies in taxpayer impact, and the comparison of A/E alternative costs is therefore likely to serve as an objective basis for discussion.

Development of Comparative Assessment Parameters

In addition, the Consultant shall endeavor to develop measures, assessments and other forms of comparative analysis for the purpose of assisting the Owner in determining which alternatives might have the least negative impact on the various constituencies, and under what circumstances those impacts might be mitigated or alleviated. Comparative parameters often serve to quantify and/or clarify perspective with regard to the interests of groups or individuals, especially in situations where public communication is a contributing factor.

Time Constraints

The Consultant shall also be cognizant of chronological constraints on the project, and/or the statutory/regulator environment which controls the operation of such jails and/or detention facilities.

Potential to Quantify and Establish a Platform to Resolve Certain Conflicts

It is understood by both parties that the various interests of the affected constituencies are likely to conflict in several ways, including separation/integration of constituency self-interest, and that various alternatives to resolve an identified deficiency are likely to conflict in different ways and intensities. The Consultant will endeavor to fairly and objectively inform the Owners in addressing both the impacts inherent in each alternative and the relative intensities of various impacts on identified constituencies.

The final weight of various impacts and the selection of a preferred alternative rests solely with the Owner, and the Owner shall have jurisdiction over final decisions related to any mitigative measures for any particular impact.

Report of the Consultant

The Consultant shall prepare a report and communicate with the Owner the results of analysis and relative impact on the various issues and constituencies affected. The report is expected to be used

by the Owner during the course of its deliberations with regard to the project.

SECTION II: ADDITIONAL SERVICES

Any services requested by the Owner, either verbally or in writing, which are not included in the Scope of Services as set forth in Section I, above, are considered by the Owner and the Consultant as "Additional Services," entitling the Consultant to compensation on an hourly rate basis at the rate of \$150 per hour for the services of Michael Shaver, \$90 per hour for services of Associates, and \$65 per hour for services of interns and clerical personnel, plus out-of-pocket expenses, for completion of the services requested. The Consultant may, at the request of the Owner, provide the Owner with a detailed breakdown of the estimated time required for completion of the requested services. Any Additional Services performed by the Consultant shall be paid by the Owner within 30 days of receipt of invoice.

SECTION III: SCHEDULE FOR COMPLETION

The Consultant will exert due diligence to provide the services required by the Owner on a timely basis, depending upon the specific assignment or request at the time being made by the Owner.

SECTION IV: COMPENSATION FOR SERVICES

The Consultant shall be compensated by the Owner for services provided relative to the Scope of Services outlined in Section I of this contract. The compensation shall be provided on an hourly rate basis using the same hourly rates as those prescribed under Additional Services. In the event that performance of the requested services requires additional assistance of professionals or others outside of the Consultant's employ, such services may be contracted by the Consultant, with the consultation and permission of the Owner, with the Owner to reimburse such costs as an out of pocket expense as defined herein. The Consultant shall charge such costs as direct costs, billed to the Owner without mark-up.

SECTION V: TERMINATION

For purposes of this contract, termination is defined as any decision by either party to end the project, or to end the relationship defined in this contract, by suspending work on the project as defined, or on any subsequent phase or stage of the work as it progresses toward implementation, whether that decision is expressed verbally, in writing, or through inactivity or lack of authorization to proceed or through alteration of the scope of services to such an extent that the Consultant can no longer effectively perform the services required. In such case as work is terminated or suspended through inactivity without written notice for more than 60 days, this clause shall apply.

This contract can also be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, the Consultant is entitled to compensation at the same hourly rates as described under the Additional Services section of this contract for all uncompensated services performed, including hours expended in excess of any contract amount, and including hours and other costs expended in final settlement of fees and charges during the termination process, including attorney's fees expended in pursuit of collection and settlement. It is further provided that, upon notice of termination, the Consultant shall discontinue any activities on behalf of the Owner

unless specifically instructed by the Owner.

SECTION VI: RESPONSIBILITIES OF THE OWNER

The Owner and Consultant hereby expressly agree that the project can only be successful through committed and cooperative activity on the part of both parties. The Owner may be asked to provide a temporary work area within the offices of the Owner (such as a table/chair), with access to materials, equipment and professional assistance from the Owner's staff, which might be necessary to expedite the execution of any contractual services.

The Owner shall provide any and all maps required for the project. The Owner shall perform and provide all information, services and assistance necessary to enable the Consultant to complete the services specified in the Scope of Services in a timely and productive fashion, so as not to delay or prolong the services of the Consultant or to increase the level of effort required to complete the services beyond that which is specifically agreed herein. Should the Owner cause the Consultant to increase the level of effort required to complete the services described in the Scope of Services through delays, inability to reach consensus, or any other circumstance outside of the responsibility or control of the Consultant, the Consultant shall be entitled to compensation for any increased services at the hourly rate prescribed under the Additional Services section of this contract.

The Owner shall schedule and advertise any necessary public meetings, and shall work with the Consultant to develop required information that is true and accurate for any applications and/or documentation expected or required of the Consultant. Unless otherwise specified in this contract, any services provided in completion of grant applications or grant documents is to be compensated as an Additional Service, as defined herein.

The Owner shall expeditiously review any and all draft and final documents developed as a result of this project or in completion of the services specified and shall notify the Consultant immediately of any errors or omissions in the documents. Furthermore, the Owner shall provide the Consultant with a fair and reasonable remedy to correct said errors which would be satisfactory to the Owner. Similarly, the Owner shall notify the Consultant of the exact nature of any changes required in the documents to make all said documents satisfactory and approvable by the Owner. If the Owner fails to detect any errors or omissions in the documents or information developed by the Consultant, or if the owner fails to provide comments, or guidance necessary to perform changes deemed necessary by the Owner, the Owner shall hold the Consultant harmless for those errors and/or omissions that the Owner should have detected with a reasonable review of the content of the document. Further, once the Consultant has made the changes requested by the Owner, the documents shall be considered approved under the terms of this contract, making the consultant eligible for payment in full, immediately upon receipt of the changes.

The Consultant shall be held harmless for any actions taken or not taken by any governmental agencies at any level, and at any point in any process related to this contract. The Owner shall be responsible for the accuracy of any information given to the Consultant, either verbally or in writing, especially in the case of information to be included in completion of the services specified. The

Consultant shall proceed in good faith with the assumption that all information received from the Owner is true and accurate, and any subsequent finding that information received from the Owner was not true or accurate shall be the sole responsibility of the Owner to correct. Any services necessitated as a result of inaccurate information will be billed as Additional Services as provided herein. The Owner shall provide guidance to the Consultant regarding the most appropriate timing and content of materials to be presented to the public or other constituency of the Owner.

VII: OUT OF POCKET EXPENSES

The Owner agrees to compensate the Consultant for any out of pocket expenses incurred as a result of performance of the Scope of Services or any Additional Services as set forth above. Anticipated expenses may include, but are not limited to, printing, copying, fax charges, postage and materials necessary to completion of the services. Travel expenses including parking, lodging and mileage shall also be reimbursed by the Owner. Mileage shall be charged at the rate of \$0.505 per mile, and such a mileage charges shall be adjusted to reflect the current mileage rate as approved by the US Internal Revenue Service. No meals shall be charged to the Owner except as agreed separately, however, the Consultant shall be entitled to a per diem amount of \$75 per day for any overnight travel necessitated by the project with prior approval of the Owner.

VIII: OWNERSHIP OF DOCUMENTS & RIGHTS OF PUBLISHING

The Owner shall obtain ownership to any documents upon payment in full for services rendered. In the event that the Owner uses, forwards, or submits any document prepared by the Consultant for purposes of review by any organization, the document shall be considered approved by the Owner, and compensation for the preparation of such documents shall be due.

In all cases, the Consultant is entitled to use any information or other documentation developed as a part of this contract for the purpose of academic research, publishing, education, professional development, public or private policy development, or any other purpose which, in the sole discretion of the Consultant might be appropriate.

SECTION IX: SUCCESSORS AND ASSIGNEES

The Owner and Consultant each binds itself, successors and assignees, to this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.


IN TESTIMONY WHEREOF, THE OWNER AND THE CONSULTANT have agreed to the terms and conditions set forth above.

THE CONSULTANT

Wabash Scientific, inc.

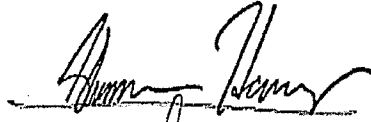
EXECUTED BY: 
THE OWNER

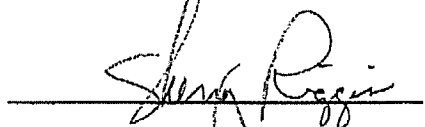
Delaware County Commissioners

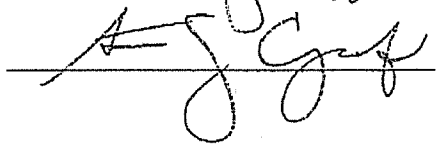


Michael R. Shaver

Michael R. Shaver, President
/delaware county contract 20180611







INTERLOCAL AGREEMENT WITH ALBANY

MOTION: Commissioner Riggin made a motion to approve Interlocal agreement with Town of Albany.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

Mr. John Brooke, County Attorney will provide update on interlocal agreement after Albany signs agreement.

ORIGINAL

INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter, the "Agreement") is entered into by and between Delaware County, Indiana, by and through its Board of Commissioners (hereinafter, the "County"), and the Town of Albany, Indiana (hereinafter, the "Town"), on this, the 15 day of June, 2018.

WITNESSETH:

WHEREAS, the parties desire to increase administrative efficiencies and reduce costs associated with the management of County-owned property, as described in Exhibit A attached hereto, leased for farm uses within the County; and

WHEREAS, the parties hereto recognize that this Agreement is in the best interests of the citizens of the Town of Albany and Delaware County because it will help eliminate an unnecessary burden on County employees while also providing the Town with the benefit of an additional revenue source; and

WHEREAS, the governing body of each party has resolved, agreed, or ordained that this Interlocal Agreement may be entered into; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. DURATION

- (a) This Interlocal Agreement shall be in full force and effect upon execution by the parties and continue for a period of one year from the date of its execution.
- (b) This Agreement shall automatically renew each year unless terminated by either party pursuant to Section IV, below.

II. PURPOSE AND FUNCTIONS

- (a) The purpose of this Agreement is to minimize administrative costs and burdens to the County associated with managing the County-owned property described in Exhibit A, while providing an additional revenue source to the Town.
- (b) The parties agree that, to fulfill the purpose of this Agreement, both parties will make available their respective parcels described in Exhibit A for lease to the highest bidder for agricultural uses.

III. FINANCING, STAFFING, AND MATERIALS

- (a) The County will make available to the Town, at no cost, its property described in Exhibit A until such time as this Agreement expires or is terminated pursuant to Section IV, below.
- (b) The Town shall actively and continuously manage the County-owned property by making it available for lease to the general public for agricultural uses.
- (c) The Town shall have the sole and exclusive right to retain any and all payments made by the leasee(s) pursuant to any lease agreement(s) entered into by the Town for the County-owned property.
- (d) The County shall have no right to demand payment from the Town for any revenue received pursuant to any lease agreement(s) entered into by the Town for the County-owned property.

IV. TERMINATION

- (a) Except as otherwise specifically provided herein, any party to this Agreement may withdraw from this Agreement upon at least thirty (30) days after the execution of this Agreement.
- (b) In the event this Agreement is terminated prior to the expiration of any outstanding lease(s):
 - i. The Town shall continue to administer said lease agreement(s) and immediately notify the leasee(s) of the County's intent to terminate this Agreement.

V. ADMINISTRATION

- (a) Any lease agreement(s), including soliciting bids for, awarding, administering, and enforcing, shall be the duty of the Town.
- (b) Notwithstanding subsection (a), above, the County shall have the right to be notified of any lease agreement(s) entered into by the Town for the County-owned property and shall have the right to enter the County-owned property at any time and for any reason deemed necessary by the County.

VI. MODIFICATIONS

- (a) This Agreement may only be modified upon the express written approval of the modification by both the County and the Town.

VII. EXECUTION OF AGREEMENT

- (a) Each party to this Agreement may bind itself with all other parties to this Agreement by signing a duplicate original of this Agreement and submitting such signed duplicate original to the other party.
- (b) It is understood that such execution shall not require that one original Agreement be signed by each party to this Agreement, but that there will be multiple duplicate originals signed by each party to this Agreement.
- (c) The purpose of this provision is to facilitate the signing of this Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each party by its authorized representative(s) at a duly called and properly noticed public meeting.

VIII. NO PARTNERSHIP

- (a) It is understood and agreed by the parties that nothing within this Agreement shall be construed as creating or constituting a partnership between the parties or any of their assignees.

IX. APPROVAL

- (a) This Agreement shall be approved by the County by its Board of Commissioners and the Town by its Town Council. Any approval must be made at a duly called and properly noticed public meeting of each of the parties' respective governing body.
- (b) Upon execution, this Agreement shall be recorded with the Delaware County Recorder and filed with both the Delaware County Auditor and Auditor of the State of Indiana as required by law.

[SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT is entered into and executed by the undersigned on this, the ____ day of _____, 2018.

TOWN COUNCIL FOR THE
TOWN OF ALBANY, INDIANA

PHILIP EVANS

RANDALL DUNNUCK

JAMES NORRIS

CHRIS HAMILTON

CHRIS KIRBY

ATTEST:

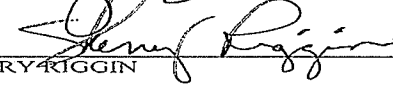
MARCIE SCHLOSSER, CLERK-TREASURER
TOWN OF ALBANY, INDIANA

THIS AGREEMENT is entered into and executed by the undersigned on this, the 18 day of June, 2018.


DELAWARE COUNTY
BOARD OF COMMISSIONERS



JAMES KING



SHERRY RIGGIN



SHANNON HENRY

ATTEST:



STEVE CRAYCRAFT, AUDITOR
DELAWARE COUNTY, INDIANA

ORDINANCES FOR FIRST READING
ORDINANCE ESTABLISHING DELAWARE COUNTY SHERIFFS
INDIANA DEPARTMENT OF HOMELAND SECURITY
GRANT ACCOUNT
ORDINANCE 2018-006

Mr. Jeremi Marvin, Sheriff's Office, presented information for Homeland Security Grant Account.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2018-006, An Ordinance Establishing Delaware County Sheriffs Indiana Department of Homeland Security Grant Account.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to suspend the rules Ordinance 2018-006, An Ordinance Establishing Delaware County Sheriffs Indiana Department of Homeland Security Grant Account.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to approve Ordinance 2018-006, An Ordinance Establishing Delaware County Sheriffs Indiana Department of Homeland Security Grant Account.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

**ORDINANCE ESTABLISHING DELAWARE COUNTY SHERIFF'S
INDIANA DEPARTMENT OF HOMELAND SECURITY
GRANT ACCOUNT
ORDINANCE NO 2018- 006**

DELAWARE COUNTY COMMISSIONERS

WHEREAS, the Delaware County Sheriff's Office has applied for and received a grant from the Indiana Department of Homeland Security, to be used for the purchase of AED's ; and

WHEREAS, it is necessary to account for the use of said funds and to expend said funds for the proposed use for which they were granted. It is necessary that the Auditor of Delaware County be authorized to establish an account known as "The Delaware County Sheriff's 2018 IDHS Grant "2018-IDHS-26411 ; and

WHEREAS, the grant award is in the amount of \$4,000.00. The Commissioners find that the acceptance of said grant should be approved.

IT IS THEREFORE ORDAINED BY THE DELAWARE COUNTY COMMISSIONERS, that the Auditor shall establish a fund entitled 2018IDHS Grant 2018-26411 and shall issue a budget fund number with respect to those funds. Said funds shall be exempt from needing appropriation.

DATED THIS 18 DAY OF June, 2018


Shannon Henry Delaware County Commissioner


James King Delaware County Commissioner


Sherry Riggan Delaware County Commissioner

ATTEST:


Steve Craycraft Delaware County Auditor

ORDINANCE OF DELAWARE COUNTY, CREATING ACCOUNTS FOR THE DEPOSIT OF FUNDS
DERIVED FROM COMMUNITY CROSSING GRANT
ORDINANCE 2018-007

MOTION: Commissioner Henry made a motion to introduce Ordinance 2018-007, Creating Accounts for Deposit of Funds Derived from Community Crossing Grant.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to suspend rules on Ordinance 2018-007, Creating Accounts for Deposit of Funds Derived from Community Crossing Grant.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to approve Ordinance 2018-007, Creating Accounts for Deposit of Funds Derived from Community Crossing Grant.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

ORIGINAL

ORIGINAL

ORDINANCE No. 2018-007

AN ORDINANCE OF DELAWARE COUNTY, INDIANA, CREATING ACCOUNTS FOR THE DEPOSIT OF FUNDS DERIVED FROM THE COMMUNITY CROSSING GRANT

WHEREAS, pursuant to Indiana Code 8-23-30-3, local units of government are allowed to use any money that is authorized to be used as the match funds for the Community Crossing Grant money as was as money received as a special LIT distribution and money in the Rainy Day Fund; and

WHEREAS, the County has been awarded \$662,880.00 from the Community Crossing Grant to be used on roads, bridges and other similar transportation projects; and

WHEREAS, Delaware County must also have matching funds to utilize the grant; and

WHEREAS, in 2016 the Delaware County Council adopted an ordinance (Ordinance 2016-012) to allow that 50% of the local match will come from the County's Rainy Day Fund and 50% will come from the Cumulative Bridge fund; and


WHEREAS, a local ordinance is required to create such a non-reverting accounts for the 2018 Community Crossing Grant for both the Bridge and Highway divisions.

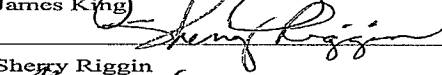
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

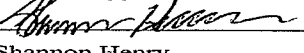
- Section 1: There is hereby created the Delaware County Highway Community Crossing Grant Fund. This account shall receive deposits of funds derived from the County's award of Community Crossing grant funds for 2018 and there may be funds in the future which will utilize this same fund.
- Section 2: There is hereby created the Delaware County Bridge Community Crossing Grant Fund. This account shall receive deposits of funds derived from the County's award of Community Crossing grant funds for 2018 and there may be funds in the future which will utilize this same fund.
- Section 2: Said funds shall be non-reverting at the end of the year and the funds not utilized shall remain in the fund.
- Section 3: The method and procedure by which Delaware County receives said funds and the local match shall be 50% from the MVH fund and 50% from the Cumulative Bridge Fund.

Section 4: The funds placed in this account shall be utilized as per the parameters of the grant requirements by the Delaware County Highway Department.

Passed by the Board of Commissioners of Delaware County, Indiana, this 18 day of June, 2018.



James King


Sherry Riggan


Shannon Henry

Attest: 

Steven G. Craycraft, Auditor, Delaware County

RESOLUTION 2018-020 APPROVING A DECLARATORY RESOLUTION AND AMENDED REDEVELOPMENT PLAN OF THE DELAWARE COUNTY REDEVELOPMENT COMMISSION AND APPROVING ORDER OF THE DELAWARE-MUNCIE METROPOLITAN PLAN COMMISSION RESOLUTION 2018-020

MOTION: Commissioner Henry made a motion to approve Resolution 2018-020, A Declaratory Resolution and Amended Redevelopment Plan of the Delaware County Redevelopment Commission and Approving Order of the Delaware-Muncie Metropolitan Plan Commission.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

ORIGINAL

RESOLUTION NO. *2018-020*

BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA

APPROVING A DECLARATORY RESOLUTION AND AMENDED REDEVELOPMENT PLAN OF THE DELAWARE COUNTY REDEVELOPMENT COMMISSION AND APPROVING ORDER OF THE DELAWARE-MUNCIE METROPOLITAN PLAN COMMISSION

WHEREAS, the Delaware County ("County") Redevelopment Commission ("Commission"), has, on the 10th day of May, 2018, approved an Amended Redevelopment Plan ("Plan") for the Morrison Road Redevelopment Area ("Area") in the County; and

WHEREAS, the Commission has, on the 10th day of May, 2018 adopted a declaratory resolution enlarging the Area as a redevelopment area and subject to economic development and redevelopment activities pursuant to IC 36-7-14 and IC 36-7-25 ("Act"); and

WHEREAS, the Delaware-Muncie Metropolitan Plan Commission ("Plan Commission"), on the 7th day of June, 2018, approved the Plan and Declaratory Resolution; and,


WHEREAS, the Act requires approval of the Declaratory Resolution and the Plan and the action of the Plan Commission by the Board of Commissioners of the County ("Board");

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Indiana, as follows:


1. That the Plan for the Area is in all respects approved, ratified and confirmed by the Board.
2. That the action of the Plan Commission on June 7, 2018, approving the Plan and the Declaratory Resolution is in all respects approved, ratified and confirmed by the Board.
3. That the County Auditor is hereby directed to file a copy of the Declaratory Resolution, the Plan and the approving Order of the Plan Commission with the permanent minutes of this meeting.
4. This Resolution shall be effective from and after passage.

PASSED AND ADOPTED by the Board of Commissioners of Delaware County, Indiana, this 18th day of June, 2018, by a vote of _____ ayes and _____ nays.


BOARD OF COMMISSIONERS OF
DELAWARE COUNTY



JAMES KING, President



SHERRY RIGGINS, Vice President



SHANNON HENRY, Member

ATTEST:



Steven G. Craycraft, Auditor

RESOLUTION OF BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA,
IDENTIFYING PARCELS TO BE OFFERED FOR SALE TO ADJACENT PROPERTY OWNERS
RESOLUTION 2018-021

MOTION: Commissioner Riggin made a motion to approve Resolution 2018-021, Identifying Parcels to be offered for Sale to Adjacent Property Owners.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

RESOLUTION NO. 2018-021 ORIGINAL
RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA,
IDENTIFYING A PARCELS TO BE OFFERED FOR SALE TO ADJACENT PROPERTY OWNERS

WHEREAS, Indiana Code 6-1.1-24-6.8 sets out the procedures for incorporating parcels not sold in tax sale into adjacent parcels; and

WHEREAS, the Board of Commissioners adopted an ordinance to allow adjacent land owners to purchase parcels not sold in a tax sale; and


WHEREAS, there are several parcels in Delaware County that were offered but not sold in a tax sale. The identified parcels are attached hereto to this resolution as "Exhibit A"; and

WHEREAS, the Board of Commissioners now intends to accept written applications from contiguous parcel owners who satisfy the requirements of Ind. Code 6-1.1-24-6.8 for purchase of the identified parcels; and


NOW THEREFORE BE IT RESOLVED that the Board of Commissioners will provide written notice of its intent to sell such identified parcels to the owner of record of each such contiguous parcel, and will process said applications and sell the identified parcels in accordance with Ind. Code 6-1.1-24-6.8.

Adopted this 18 day of June, 2018.


James King, President


Sherry Riggan


Shannon Henry

ATTEST: 
Steven G. Craycraft, Auditor

APPROVING AN INTERLOCAL AGREEMENT FOR THE MANAGEMENT OF
PROPERTY IN THE TOWN OF ALBANY, INDIANA
RESOLUTION 2018-022

MOTION: Commissioner Riggin made a motion to approve Resolution 2018-022, Interlocal agreement for the Management of Property in the Town of Albany, Indiana.
SECOND: Commissioner Henry
YEAS: Commissioner Riggin, Commissioner Henry, President King

RESOLUTION 2018-022

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE
MANAGEMENT OF PROPERTY IN THE TOWN OF ALBANY, INDIANA

WHEREAS, the Board of Commissioners of Delaware County, Indiana (the Commissioners) desires to increase administrative efficiencies and reduce costs associated with the management of County-owned property leased for farm uses within the County; and


WHEREAS, the Commissioners recognize that managing and administering certain vacant agricultural property within the Town of Albany, Indiana (as described in the Interlocal Agreement, attached hereto as Exhibit A) creates an unnecessary burden on County employees which could be eliminated by allowing the property to managed and administered by the Town of Albany, Indiana; and

WHEREAS, in an effort to conserve resources and combine services, the Commissioners and the Albany Town Council have agreed to enter into an interlocal agreement pursuant to Ind. Code § 36-1-7-1 *et seq.* to provide for the administration of any lease agreements entered into for the County-owned property described in Exhibit A.


NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Delaware County, Indiana, as follows:

1. The Board of Commissioners of Delaware County, Indiana hereby approves and authorizes the execution of the Interlocal Agreement, attached hereto as Exhibit A.
2. This Resolution shall be in full force and effect from the date of its passing by the Board of Commissioners of Delaware County, Indiana.


PASSED AND ADOPTED by the Board of Commissioners of Delaware County, Indiana, on this, the 13 day of June, 2018.



JAMES KING



SHERRY RIGGIN



SHANNON HENRY

ATTEST:


STEVE CRAYCRAFT, AUDITOR

DEPARTMENT HEADS AND ELECTED OFFICIALS

*Mr. Joel Brumley, Extension Education-4-H Youth Development, asked approval from the Commissioners of improvement by painting of the exterior of Building #12, located at Delaware County Fairgrounds.

MOTION: Commissioner Henry made a motion for approval of painting the exterior of Building #12, located at the Delaware Fairgrounds.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

*Mr. Jason Rogers, EMA/EMS Director, presented an update of egov.

*Mr. Brooke, presented a quit claim deed and temporary easement for property located on Bethel Avenue. Mr. Brooke will record documents and then will submit to the Auditor's office.

*Mr. Brooke provided information regarding the application of petition regarding Royerton and Desoto area rates of Regional Waste Water District. Crowe Horwath provided results. Based upon request from the Commissioners, Mr. Brooke provided findings and conclusion of appeal. A modification of \$5 per month will take effect July 1, 2018.

MOTION: Commissioner Henry made a motion to reduce the rate by \$5 per month.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

*Mr. Brooke said the RFP for the jail meets all criteria. A Public Hearing will take place on June 25, 2018 at 9:00 a.m. for public input. Public Hearing has been published, one RFP was received.

MOTION: Commissioner Henry made a motion to approve RFP with BW Development.

SECOND: President King

YEAS: Commissioner Henry, President King

NAYES: Commissioner Riggin

Proposal for design, build, finance and operation of Delaware County Jail is available in the Auditor's office.



Brooke | Stevens, PC

John H. Brooke
Certified Mediator
John M. Stevens
Also Licensed in Illinois & Iowa
Joseph I. Rhetts


June 18, 2018

Board of Commissioners of Delaware County
100 W. Main Street, Room 309
Muncie, IN 47305

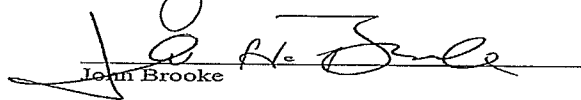
Dear Commissioners:

Having reviewed the proposal received on June 1, 2018 in response to the Request for Proposals ("RFP") issued by this Board on April 16, 2018 for the construction of a county jail and related justice center, it is our recommendation that the Commissioners award a public-private agreement to BW Development, LLC. This recommendation is based upon the proposal meeting all of the criteria of the RFP.

Sincerely,



James King



John Brooke

MONTHLY/WEEKLY REPORTS

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$5,094,523.09.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

QUESTIONS, PUBLIC COMMENTS ANSWERS, OTHER BUSINESS & DISCUSSION

ALL PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES

Mr. Mike Jacobs, thanked the Commissioners and Mr. Brooke for working with Royerton and Desoto regarding endless leadership and research of Regional Wastewater District appeal decision.

Mr. Ron Quakenbush, Yorktown, Indiana, would like a copy of the Jail RFP proposal. Mr. Quakenbush said Muncie Homebuilders Association sued Muncie Sanitary District, due to raising tax fees more than they could prove the cost of it. Muncie Homebuilders prevailed a refund of \$60,000.

President King asked that Mr. Brooke prepare a proclamation for Daleville State Championship.

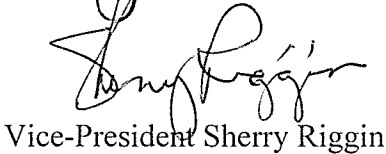
RECESS

MOTION: Commissioner Riggin made a motion to recess until July 2, 2018.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King


President James King


Vice-President Sherry Riggin


Member Shannon Henry


County Auditor Steven G Craycraft