

DELAWARE COUNTY COMMISSIONER'S MEETING  
Tuesday, September 4, 2018 @ 9:00 A.M.  
COMMISSIONER'S COURTROOM  
100 W. MAIN ST.  
MUNCIE, IN 47305  
CALL TO ORDER  
PLEDGE TO FLAG

**ORIGINAL**

ROLL CALL

- Mr. Shannon Henry
- Mr. James King
- Ms. Sherry Riggan
- Mr. Joe Rhett, Attorney
- Mr. Steven G Craycraft, Auditor

**PUBLIC HEARING**

NOTICE TO THE PUBLIC TO AMEND SPEED ORDINANCE

Ms. Angie Moyer, Project Manager, presented the public notice to amend the speed ordinance.

No comments from the audience.

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

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

**ORIGINAL**  
**NOTICE TO THE PUBLIC**

Please take notice that the Commissioners of Delaware County will hold a public hearing on the 4th day September, 2018, at 9:00 a.m. in the Commissioners Court, Room 309 A, Delaware County Building, Muncie, Indiana, to provide citizens the opportunity to express their views on a proposed amendment to the traffic ordinance.

**SUBJECT**

To update the ordinances regulating movement of vehicles on certain streets in Delaware County, Indiana.

- ❖ To establish speed limitations, on C.R. 388 East, located in Liberty Township, C.R. 700 West, located in Harrison Township and C.R. 1100 North, located in Union and Niles Townships.

Interested citizens are invited to provide comments regarding this subject either at the public hearing or prior written statement.

Information concerning the proposed amendment(s) may be obtained from the County Engineering Department (765) 747-7765 from 6:00 a.m. to 4:00 p.m., Monday through Thursday, 7700 E. Jackson Street, Muncie, Indiana.

BY ORDER OF THE DELAWARE COUNTY COMMISSIONERS THROUGH  
ANGELA MOYER, DELAWARE COUNTY ENGINEERING DEPARTMENT

\*\*\*\*\* DO NOT PRINT THIS DATE \*\*\*\*\*  
Advertise on: Friday, August 24, 2018

**APPOINTMENT****PUBLIC DEFENDER BOARD – DANYEL STRUBEL**

MOTION: Commissioner Henry made a motion to appoint Ms. Danyel Stubel to the Public Defender Board.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

**APPROVAL OF MINUTES**

MOTION: Commissioner Riggan made a motion to approve August 20, 2018 minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

**PRESENTATIONS TO COMMISSIONERS**

Mr. Pete Peterson and Mr. Eric Weflen, RQAW, presented maps of the Justice Facility first and second overall floor plan for the Jail. Details of plans were given regarding staff, security, communication, recreation areas, accommodations, etc.

**CONTRACTS OR AGREEMENTS FOR APPROVAL****DELAWARE COUNTY RECORDER****RENTAL AGREEMENT WITH EASTERN L. AND FIDLAR TECHNOLOGIES**

Ms. Melanie Marshall, Recorder, presented the rental agreement for an Indus Model 9000 equipment with Eastern Engineering. Ms. Marshall had provided the agreement to Mr. John Brooke, County Attorney for review.

Ms. Marshall presented the agreement with Fidlar Technologies. Fidlar is a land record software vendor that will scan and digitize documents back from 1965 forward for the Recorders office.

MOTION: Commissioner Henry made a motion to approve Eastern Engineering and Fidlar Technologies agreement.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

*Ms. Melanie Marshall, Recorder will get signatures for both contracts and provide to the Auditor's office. A complete copy of the agreements are available through the Auditor's office.*

**ORIGINAL****RENTAL AGREEMENT**

- 1. Rent:** Delaware County Recorder (the "Rentee") agrees to rent from Eastern L. (the "Renter") the following equipment: Make Indus Model 9000 SN                     , hereafter collectively called (the "Equipment"). Your Rent obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. **YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE CONTRACT.**
- 2. Term:** To have and to hold the same to Rentee for and during the term of 36 months beginning on the first day of October 2018 and ending on the last day of September 2021 under and pursuant to the agreements, covenants, terms and conditions hereinafter set forth which are hereby agreed to by Renter and Rentee.
- 3. Payments:** Rentee agrees to pay to Renter a monthly rental payment of \$592.00, plus sales tax, payable on the 30<sup>th</sup> day of each month, beginning with the 30th day of November. Rentee agrees to a one-time charge of \$2000.00 - WAIVED for Delivery, Installation and Onsite Training. When a payment is not made when due, Rentee agrees to pay Renter a late charge of 10% for each payment. A fee of \$25.00 will be assessed for any check that is returned.
- 4. Security Deposit:** No security deposit is required for this contract.
- 5. Location of Equipment, Supplies, Maintenance:** Rentee will house the equipment in the following location 100 West Main Street Muncie IN 47305. Rentee agrees not to transfer Equipment from the above location without obtaining prior written consent of the Renter. Renter is required, at their own cost, to keep the Equipment in good working condition and to provide all necessary service and maintenance arising out of the ordinary use of the Equipment. If the Equipment is attached to real estate, it remains Renter's personal property and Rentee agrees not to permit a lien to be placed upon the Equipment.
- 6. Assignment:** Rentee agrees not to transfer, sell, sub-rent, assign, pledge, or encumber either the Equipment or any rights under the rental agreement without prior written consent of the Renter.
- 7. Risk of Loss and Insurance:** Rentee shall be responsible for all risks of loss or damage to the Equipment and if any loss occurs, Rentee is required to satisfy all of its rent obligations. Rentee will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. Rentee will list Renter as the sole Loss payee for the insurance. Renter is not responsible for any losses or injuries caused by the Equipment and Rentee will reimburse and defend Renter against any such claim. This indemnity will continue after the termination of this rental agreement.
- 8. Taxes:** Rentee agrees to pay when due, either directly or as reimbursement to Renter, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. Renter may charge a processing fee for administering property tax filings.
- 9. End of Rental Agreement:** Rentee will give at least 60 days notice but not more than 120 days written notice (to address below) before the expiration of the initial rental term (or any renewal term) of its intention to return the Equipment. If Rentee does not give 60 days notice to Renter of Rentee's intent to return the Equipment, this rental agreement will automatically renew

for a period of 12 months. Once the original contract expires an increase could go into effect. Renter agrees to not more than an eight percent (8%) increase.

**10. Default and Remedies:** Rentee is in default on this rental agreement if: a) it fail to pay a rent payment or any other amount when due; or b) it breaches any other obligation under the rental agreement. If in default on the rental agreement, Renter may: a) declare the entire balance of unpaid rent payments for the full rental agreement term immediately due and payable; b) sue for and receive the total amount due on this rental agreement plus reasonable collection and legal costs; c) charge interest on all monies due at the rate of 18% per year from the date of default; d) require that Rentee immediately return the Equipment to Renter or Renter may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the rental agreement. If the Equipment is returned or repossessed Renter will sell or re-rent the Equipment at terms Renter shall determine, at one or more public or private sales, with or without notice to Rentee, and apply the net proceeds (after deducting any related expenses) to Rentee's obligations. Rentee shall remain liable for any deficiency with any excess being retained by Renter. Renter may only exercise default and remedies after written notice of default to Rentee at which time Rentee shall have Seventy Two (72) hours to cure said default.

**11. Miscellaneous:** You agree that the Equipment will only be used for business purposes and not for personal, family or household use.

IN WITNESS HEREOF the Renter and Rentee, for themselves, their successors, executors, heirs, administrators, and assigns have executed this agreement this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Renter  
Eastern L  
By: Mark Langdon, President  
2810 N. Wheeling Avenue  
Muncie, IN 47303

James Kinney  
\_\_\_\_\_  
Rentee

By: Commissioner [Signature]

County Where Equipment is Located: \_\_\_\_\_

Township Where Equipment is Located: \_\_\_\_\_

Sharon Henry  
\_\_\_\_\_  
Rentee  
By: Commissioner Sharon Henry

[Signature], Auditor

Delaware County Recorder  
100 W Main Street  
Muncie, IN 47305

June 22<sup>nd</sup>, 2018

Delaware County Recorder  
Ms. Melanie Marshall  
100 W Main Street  
Muncie, IN 47305

Dear Melanie,

The following provides the details of your upcoming scanning agreement.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your books, conversion, enhancement of the images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidlar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Greg Sullivan  
Partner Relationship Manager  
Fidlar Technologies  
Office: 563-345-1280  
Mobile: 309-737-9375  
Emails: [gregs@fidlar.com](mailto:gregs@fidlar.com)



## Investment Summary: Fidlar Services Description

### ✓ *Scan & Capture*

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the books. During this phase, the following activities will occur: travel, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

### ✓ *Image Cropping, Border Removal, & Image Enhancements*

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state.

### ✓ *Grouping/Naming of Images*

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 98.5%. Fidlar will provide the county with Grouper. Grouper will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images.

Images that cannot be corrected using Grouper and require further manipulation, will be done so at the county's expense.

### ✓ *Project Resources Management & Import*

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



Delaware County, PA, 12/15/17, 12/15/17, 12/15/17, 12/15/17

**Estimated Investment Summary: Professional Services Rendered**

In exchange for products and services outlined in this Professional Services Agreement, Delaware County agrees to pay Fidar Technologies the total amount due in the following payment schedule:

- ✓ **Scan, Capture, & Image Processing** **\$93,839.19**
  - **Includes Scanning, Image Cropping, Border Removal, Image Enhancements, & Grouping/Naming of Images**
- ✓ **Project Resource Management & Import** **\$13,504.40**

**TOTAL INVESTMENT** **\$107,343.60**

**Billing Milestones**

1. 25% due upon signing of this Professional Services Agreement.  
\$ 26,835.90
2. 50% due upon scanning completion.  
\$ 53,671.80
3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.  
\$ 26,835.90 (\*\*Estimated)

\*\* Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.





**ORDINANCES FOR FIRST READING**  
**AN ORDINANCE TO AMEND AN ORDINANCE REGULATING TRAFFIC**  
**ON CERTAIN PUBLIC STREETS IN DELAWARE COUNTY**  
**ORDINANCE NO. 2018-010**

MOTION: Commissioner Henry made a motion to introduce Ordinance 2018-010, an Ordinance to Amend Regulating Traffic on Certain Public Streets.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

**ORIGINAL**

ORDINANCE NO. 2018-010

**AN ORDINANCE TO AMEND AN ORDINANCE**  
**REGULATING TRAFFIC ON CERTAIN PUBLIC STREETS IN**  
**DELAWARE COUNTY**

**BE IT ORDAINED:** By the Board of County Commissioners, Delaware County, Indiana that an ordinance enacted prior to this day, ~~XXX~~ XX, 2018, entitled "Traffic Ordinance" is hereby amended as follows:

**Title 5, Chapter 4, Section 8, is to be amended as follows:**

Item No. 1. There shall be a 45 mph speed limit on C.R. 388 East, between Inlow Springs Road and C.R. 200 South, located in Liberty Township, Delaware County, Indiana.

Item No. 2. There shall be a 45 mph speed limit on C.R. 700 West, between McGalliard Road – S.R. 332 and Bethel Avenue, located in Harrison Township, Delaware County, Indiana.

Item No. 3. There shall be a 40 mph speed limit on C.R. 1100 North, between C.R. 200 East and Willman Road, located in Union Township, Delaware County, Indiana.

Item No. 4. There shall be a 45 mph speed limit on C.R. 1100 North, between Willman Road and S.R. 167, located in Union and Niles Townships, Delaware County, Indiana.

Item No. 5. There shall be a 40 mph speed limit on C.R. 1100 North, between S.R. 167 and the east Delaware County line, located in Niles Township, Delaware County, Indiana.

Item No. 6. The County Highway Department of Delaware County, Indiana, is hereby authorized to erect appropriate signage pursuant to the Indiana Manual on Uniform Traffic Control Devices.

Item No. 7. The penalty for violation of this ordinance shall be as herein setforth in Article XVI, Section 16-1.

Item No. 8. This ordinance shall be in full force and effect from and after its passage and publication.

**PASSED AND ADOPTED** by the Board of County Commissioners of Delaware County, Indiana the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**DEPARTMENT HEADS AND ELECTED OFFICIALS**

Ms. Angie Moyer, Project Manager, asked that the Commissioners declare an emergency bridge repair for bridge 46, located at 550 East and 100 North, also known as Black Cemetery Road. The bridge recently was overloaded, after inspections it was recommended to close the bridge. Ms. Moyer will provide updates at the next Commissioners meeting. This bridge will need to be repaired quickly, due to harvest season.

MOTION: Commissioner Henry made a motion to approve closure of bridge 46, located at 550 East and 100 North and declared it an emergency.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

Mr. Jason Rogers, EMA/EMS Director, asked for an Executive meeting with Commissioners regarding employee issues.

**PAYMENTS OF CLAIMS**

MOTION: Commissioner Riggan made a motion to approve \$1,855,774.76 for payment of claims.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

**QUESTIONS, PUBLIC COMMENTS,  
ANSWERS, OTHER BUSINESS & DISCUSSION**

Mr. Stephen Shreve, Muncie, Indiana, asked for an update regarding his request from August 20, 2018 regarding the health department septic permit ordinance.

Mr. Joe Rhett said they are still looking into this.

**RECESS**

MOTION: Commissioner Riggan made a motion to recess until September 17, 2018

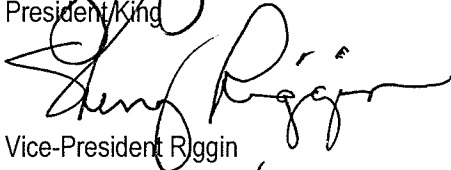
SECOND: Commissioner Henry

All Commissioners signified by say "aye".

The next meeting for the Commissioner's will be Monday, September 17th, 2018.



President King



Vice-President Riggan



Member, Shannon Henry



Auditor, Steven G Craycraft

