

**DELAWARE COUNTY COMMISSIONERS MEETING
TUESDAY, JANUARY 17, 2017 @ 9:00 A.M.
ROOM 309 A, 100 WEST MAIN STREET
MUNCIE, IN 47305
CALL TO ORDER
PLEDGE TO FLAG
ROLL CALL**

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

President King introduced Mr. Paul Singleton as the new 911 Director.

**APPOINTMENT(S)
APPOINTMENTS TO BOARD AND COMMISSIONS**

Commissioner Henry read aloud the Delaware County Community Corrections Board members.

MOTION: Commissioner Henry made a motion to appoint (see below) board members to the Community Corrections Board.

SECOND: Commissioner Riggin

MOTION PASSED UNANIMOUSLY **DUS**

Mr. Kelly Bryan, Public Defender, ~~REDACTED~~, County Fiscal Body, Mr. Scott Alexander, Probation Officer, Mr. Ken Mace, Mental Health Administrator, Ms. Amanda Whitten, Pastor Royce Mitchell, Ms. Sue Templin, Mr. Robert Darden, and Ms. Carol Ammon.

Muncie/Delaware County Board of Zoning Appeals Board member has not appointed anyone at this time.

MOTION: Commissioner Henry made a motion to appoint Mr. Ron Chambers to the Airport Authority Board.

SECOND: President King

YEAS: Commissioner Henry, President King

ABSTAIN: Commissioner Riggin

MOTION: Commissioner Henry made a motion to remove Mr. Joe Evans from the Airport Authority Board.

SECOND: Commissioner Riggin

MOTION PASSED UNANIMOUSLY

MOTION: Commissioner Henry made a motion to appoint Mr. Ray Maynard to the Waste Water Board. *Regional*

SECOND: Commissioner Riggin

MOTION PASSED UNANIMOUSLY

MOTION: Commissioner Riggin made a motion to appoint Mr. Eldon Reed to the Fair Board.

SECOND: Commissioner Henry
MOTION PASSED UNANIMOUSLY

APPROVAL OF JANUARY 3, 2017 MINUTES

MOTION: Commissioner Henry made a motion to approve January 3, 2017 Commissioner Minutes.

SECOND: Commissioner Riffin
MOTION PASSED UNANIMOUSLY

PRESENTATIONS TO COMMISSIONERS

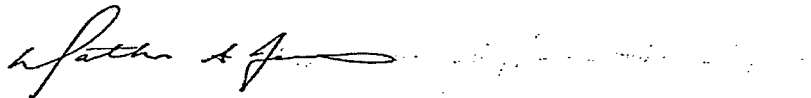
Mr. Nate Jones, Veterans Affairs Director, provided an update regarding Veterans Affairs.

PRESENTATION TO COMMISIONERS

1. WE HELPED 910 VETS IN OUR OFFICE IN 2016
2. WE HELPED 87 WWII, KOREAN, AND VIETNAM VETS IN NURSING HOMES IN 2016.
3. WE HELPED 105 VETERANS AT THE STAND DOWN (MUNCIE).
4. THERE WERE 2241 VETS IN TOTAL THAT LIVE IN OUR COUNTY THAT RECEIVED C AND P ASSISTANCE OF WHICH OVER 1200 WERE HELPED THROUGH OTHER OFFICES. THIS IS NOT THE NUMBER WE WOULD LIKE TO SEE AND WOULD LIKE ADVICE ON HOW TO GET MORE VETS TO COME TO OUR OFFICE AS OPPOSED TO GETTING IT THROUGH OTHER VA PLACES.
5. OUR OFFICE NUMBERS ARE 1,627,871 OF TOTAL C AND P EXPENDITURES OF WHICH 1,200,000 WAS DISABILITY AND THE RAMNDR WAS FOR PENSION WHICH IS AN INCOME BASED PROGRAM.
6. WE ARE TRYING TO RAISE \$11,000.00 TO GET A VAN FOR TRANSPORTATION TO AND FROM VA MEDICAL FACILITIES. I HAVE SPOKEN WITH COMMISIONER HENRY ABOUT SOME IDEAS AND WOULD LIKE SOME IDEAS ON HOW TO RAISE THIS MONEY FOR A VAN. I HAVE TRAINED AND QUALIFIED DRIVERS READY TO DRIVE THESE FOLKS BACK AND FORTH TO THERE APOINTMENTS. ALSO I HAVE SPOKEN WITH OUR COUNTY ATTORNEY AND HE IS GOING TO HELP US FIND A GRANT TO HELP PAY FOR THIS VAN.

THANKS FOR ALL YOU DO,

NATE JONES VSO DELAWARE COUNTY



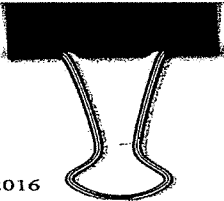
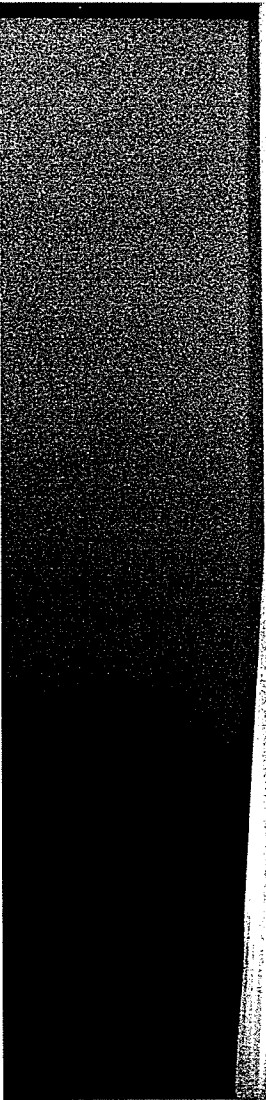
EMA SPRINT/NEXTEL

Mr. Jason Rogers, EMA/EMS Director, presented information to the Commissioners regarding the Settlement Agreement letter, terms and conditions.

MOTION: Commissioner Henry made a motion to table the EMA Sprint/Nextel agreement until County Attorney; Mr. John Brooke reviews the settlement information.

SECOND: Commissioner Riggins

MOTION PASSED UNANIMOUSLY



December 15, 2016

ORIGIN

Delaware County Emergency Communications Center
100 West Main Muncie Street
Muncie, IN 47305
Attn.: Jason D. Rogers, Executive Director

RE: Incumbent: Delaware County, IN
Frequency Reconfiguration Agreement: DL8910427784
Settlement Agreement Letter

Dear Mr. Rogers:

This Settlement Agreement Letter outlines an agreement regarding the Frequency Reconfiguration Agreement between Delaware County, Indiana ("Incumbent") and Nextel West Corp. ("Nextel") the 10th of June, 2008, ("FRA"). Incumbent and Nextel are sometimes hereinafter referred to it as a "Party", or collectively as the "Parties".

Specifically, in this Settlement Agreement Letter the Parties agree to the following:

Incumbent acknowledges that 19 Replaced Radios returned to Motorola by the State of Indiana Frequency Reconfiguration Agreement, were the same radios identified in the affidavit submitted by Delaware County, dated May 2, 2012. These radios were programmed to operate on the Delaware County FRA system and were included in the Delaware County FRA. Delaware was the party responsible for programming the 19 units. The Parties agree that 18 eligible Replaced Radios have been correctly as being returned as replaced radios for units provided in the Delaware County, IN FRA units in the State of Indiana FRA. Incumbent agrees to affirm this fact in an affidavit.

Regarding the settlement value amounts to be paid by Incumbent for certain items of Replaced Equipment that corresponds to the items of Replaced Equipment that was not returned to Motorola pursuant to the terms and conditions of the FRA, the value amounts are stated in the table below.

Remainder of page intentionally blank

**CONTRACTS OR AGREEMENTS FOR APPROVAL
INDOT – LPA PROJECT COORDINATION CONTRACT –
SUPPLEMENT #1 – BRIDGE #141 – DES #0710098**

Ms. Angie Moyer, Project Manager, presented information regarding three (3) INDOT contracts.
MOTION: Commissioner Henry made a motion to approve Supplemental #1 agreement on bridge #141.
SECOND: Commissioner Rigglin
MOTION PASSED UNANIMOUSLY

ORIGINAL

Version 2-11-2016

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

**SUPPLEMENT NUMBER 1
EDS No.: A249-15-320455
CFDA #: 20.205**

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and Delaware County (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did, on November 19, 2014, enter into a Contract, providing for Services required in connection with INDOT Designation Number 0710098 for bridge rehabilitation or repair of Bridge #141 over White River, on Tiger Drive and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract Supplement Number 1.

1. Section V – TERM AND SCHEDULE of the original Contract is amended to read as follows:

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2017 and June 30, 2018, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2018 and June 30, 2020, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

LPA – CONSULTING CONTRACT – BR #141 – DES #0710098 – RIGHT OF WAY SERVICES

MOTION: Commissioner Henry made a motion to accept Right of Way Services contract.
SECOND: Commissioner Rigglin
MOTION PASSED UNANIMOUSLY

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____ (Effective Date) by and between Delaware County, Indiana, acting by and through its proper officials (LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 0710098

Project Description: Rehabilitation of Bridge 141, Tiger Drive over White River, Right-of-Way services

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October, 2017. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$29,300.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

**INDOT – LPA PROJECT COORDINATION CONTRACT –
SUPPLEMENT #2 – NEBO RD/SR 332 GATEWAY PROJECT
DES #0501039**

MOTION: Commissioner Riggin made a motion to approve Supplemental #2 Gateway Project.
SECOND: Commissioner Henry
MOTION PASSED UNANIMOUSLY

Version 2-11-2016
ORIGINAL
INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

SUPPLEMENT NUMBER 2
EDS No.: **A249-13-320399**
CFDA #: **20.205**

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and **Delaware County**, (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did, on **January 31, 2013**, enter into a Contract, and did on **September 5, 2014**, enter into **Supplement Number 1**, providing for Services required in connection with INDOT **Designation Number 0501039** for **intersection improvement with added turn lanes for intersection and Muncie Gateway improvements to State Road 332 at Nebo Road** and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract **Supplement Number 2**.

1. Section V – TERM AND SCHEDULE of the original Contract is amended to read as follows:

SECTION V **TERM AND SCHEDULE**.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2017 and June 30, 2018**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2018 and June 30, 2020**. INDOT will schedule the contract for letting,

TYLER TECHNOLOGIES – EXHIBIT 1 – MAINTENANCE AND SUPPORT AGREEMENT

Mr. Greg Ellison, Sheriff Department, said the revised Tyler Technologies agreement will combine maintenance with New World Recordkeeping system. Mr. Jim Flook, IT Director, will itemize the invoice once it is received and then directly invoice the City of Muncie for one half of the invoice. This will save confusion on getting multiple invoices. Mr. Ellison will provide the signed agreement.

MOTION: Commissioner Henry
 SECOND: Commissioner Rigin
 MOTION PASSED UNANIMOUSLY



**Exhibit 1
 Maintenance and Support Agreement**

Tyler ("we") will provide Clients ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on 1/1/2017, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** The maintenance and support fees for year 1 for the Tyler Software will be as follows:

Period Covered	Annual Amount	Billing Date
1/1/2017 to 12/31/2017	\$213,136*	12/15/2016

*The annual total for the 2017 term is \$222,455. The annual amount above includes a credit of \$9,319 for the portion Muncie has already paid that is attributable to the period 1/1/17 – 3/31/17.

We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-

**ORDINANCES FOR SECOND READING
AN ORDINANCE AMENDING THE EMS BILLING AND COLLECTION ORDINANCE
ORDINANCE 2017-001**

Mr. Jason Rogers, EMS/EMA Director said this is a change in the amount of money that is taken into the Capitol Improvement fund, the Ambulance Replacement fund, Medical Supplies, Retirement fund and new Hazmat fund will come off of the top of monthly EMS billing. All the specifics are outlined in the EMS ordinance.

MOTION: Commissioner Henry made a motion to approve 2017-001, An Ordinance Amending the EMS Billing and Collection Ordinance.

SECOND: Commissioner Riggins

MOTION PASSED UNANIMOUSLY

ORDINANCE NO. 2017-001 **ORIGINAL**

WHEREAS, Indiana Code IC 16-31-5-1 establishes the authority of the Delaware County Commissioners to Establish, operate, and maintain emergency medical services.

WHEREAS, Indiana Code IC 16-31-5-1 (4) establishes the authority of the Delaware County Commissioners to apply for, receive, and accept gifts, bequests, grants-in-aid, state, federal, and local aid, and other forms of financial assistance for the support of emergency medical services.

WHEREAS, Indiana Code IC 16-31-5-2 establishes restrictions on the provision of emergency medical services

WHEREAS, this ordinance will require the approval of both the County Commissioners and the County Council to enact all of the changes necessary for the improvement of emergency medical service

WHEREAS, the current EMS charges for services are less than the actual cost for providing the service, and

WHEREAS, an increase in the prices charged for EMS services will complement the changes made by the Delaware County Commissioners on billing and collection, and

BE IT ORDAINED THAT a new ordinance be added to the Delaware County Code. The attached Exhibit A, Sections 1 through 4, containing the substantive provisions of this Ordinance is incorporated into said Code as part of this Ordinance.

BE IT FURTHER ORDAINED THAT:

1. The previous Delaware County Emergency Medical Service Ordinance, 2006-01, 2010-007A, 2011-26A, and all other ordinances that amended or modified Ordinance 2006-01 are hereby repealed.
2. The Emergency Medical Services Ordinance shall incorporate Exhibit A as the Ordinance concerning Emergency Medical Services in Delaware County, IN.
3. All ordinances or parts of ordinances in conflict or inconsistent with provisions of this Ordinance are hereby repealed.
4. Should any Section, Paragraph, clause or phrase of this Ordinance be declared unconstitutional or invalid the remainder of said Ordinance shall continue in full force and effect.

Adopted by the Board of Commissioners of the County of Delaware State of Indiana on the

ORDINANCES FOR FIRST READING

**ORDINANCE AMENDING ORDINANCE NO. 2012-012
CONCERNING PROCEEDS FROM SEIZURE OF FUNDS AND
DEPOSITING ASSETS
ORDINANCE 2017-002**

Mr. Ray Dudley, Sheriff of Delaware County requested to add section (3) into the below ordinance.

Mr. Brooke said he had not had time to review the ordinance, due to being out of town. The second reading will be on February 6, 2017.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2017-002, Concerning Proceeds from Seizure of Funds and Depositing Assets.

SECOND: Commissioner Riggan

MOTION PASSED UNANIMOUSLY

First Reading

1/17/17

ORDINANCE No. 2017 002

ORDINANCE AMENDING ORDINANCE No. 2012-012

ORIGINAL

AN ORDINANCE OF DELAWARE COUNTY, INDIANA, CREATING ACCOUNTS FOR THE DEPOSIT OF FUNDS DERIVED FROM THE SEIZURE OF ASSETS FOR THE VIOLATION OF CERTAIN CRIMINAL STATUTES

WHEREAS, pursuant to Indiana Code 34-24-1, money seized, and proceeds received from the sale of property seized by local law enforcement for a violation of certain criminal statutes may be received by the unit that employed the law enforcement officers as reimbursement for their costs associated with such seizures; and

WHEREAS, the Indiana State Board of Accounts has indicated that in order to be in full and complete compliance with Indiana Code 34-24-1-4(d), all funds acquired via the aforementioned seizure procedure shall be deposited into the general fund of the unit that employed the law enforcement officers that seized the property; and

WHEREAS, Delaware County, in an effort to become in full compliance with State law, desires to create a separate account within the Delaware County Fund in which to deposit those funds acquired pursuant to Indiana Code 34-24-1; and

WHEREAS, Delaware County will continue to follow past procedures in the collection and disbursements of said funds, with the exception of a change in the accounts to be credited with said funds; and

WHEREAS, a local ordinance is required to create such an account.

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

- Section 1: There is hereby created the Delaware County Sheriff Interdiction Revenue Account. This account shall receive deposits of funds derived from the seizure of assets by members of the Delaware County Sheriff's Office for Violation of certain criminal statutes pursuant to Indiana Code 34-24-1
- Section 2: The method and procedure by which the Delaware County Sheriff's Office receives said funds, and the purposes for which those funds may be used by local law enforcement shall continue to be governed by Indiana Code 34-24-1 and any other applicable laws of the State of Indiana.
- Section 3: The appropriate law enforcement related uses for which these funds shall be as follows:
 1. Special training for a law enforcement officer.
 2. Victim assistance.
 3. Office equipment, computers, computer software, communication devices, office machinery, furnishings, and office supplies.

- 4. Expenses of a criminal investigation.
- 5. Any activity or program operated by the Delaware County Sheriff that is intended to reduce or prevent criminal activity, including:
 - a. Substance Abuse
 - b. Human Trafficking / Prostitution
- 6. Any other purpose that benefits law enforcement and is approved by amended court order and is agreed upon by the County fiscal body and the Delaware County Sheriff; and

WHEREAS, a local ordinance is required to create such a fund designated for assets divested from criminal enterprises by court order.

Passed by the Board of Commissioners of Delaware County, Indiana, this _____ day of _____, 2017.

James King

Sherry Riffin

Shannon Henry

Attest: _____
Auditor, Delaware County

**RESOLUTIONS FOR APPROVAL
 RESOLUTION OF THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF DELAWARE, INDIANA, IDENTIFYING PARCELS TO BE OFFERED FOR
 SALE TO ADJACENT PROPERTY OWNERS
 RESOLUTION 2017-001**

Ms. Janet Kesler, Auditor Office presented the list of adjacent property owners (see below).

MOTION: Commissioner Henry made a motion to approve Resolution 2017-001, Identifying Parcels to be Offered for Sale to Adjacent Property Owners

SECOND: Commissioner Riffin

MOTION PASSED UNANIMOUSLY

January 17, 2017

ORIGINAL RESOLUTION NO. 2017-001
RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA, IDENTIFYING 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 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 17 day of January, 2017.



 James King, President



 Sherry Riggan



 Shannon Henry

ATTEST: 
 Steve Craycraft, Auditor

EXHIBIT A

PARCEL #	PROPERTY ADDRESS	CERT #	DELINQUENT TAXES
18-10-22-451-016-000-017	No Address - Vacant Land off Broadway Street	181601395	\$153.93
18-10-22-451-017-000-017	No Address - Vacant Land off Broadway Street	181601396	\$134.50
18-11-21-154-014-000-003	1320 w. 18th	181501157	\$2,094.95
18-11-20-230-011-000-003	1900 Blk w. 16th	181600909	\$341.36

**RESOLUTION TO ASSIGN TAX SALE CERTIFICATES
FROM DELAWARE COUNTY TO THE TOWN OF ALBANY
RESOLUTION 2017-002**

Mr. Brooke presented Resolution 2017-002, To Assign Tax Sale Certificates from Delaware County to the Town of Albany.

MOTION: Commissioner Riggin made a motion to approve Resolution 2017-002, Assign Tax Sale Certificates from Delaware County to the Town of Albany.

SECOND: Commissioner Henry

MOTION PASSED UNANIMOUSLY

January 17, 2017

RESOLUTION NUMBER 2017-002

**RESOLUTION TO ASSIGN TAX SALE CERTIFICATES
FROM DELAWARE COUNTY TO THE TOWN OF ALBANY**

WHEREAS, there were properties located in the Town of Albany ("Town") severely delinquent in the payment of property taxes which were offered for tax sale but did not receive the minimum bid amounts; and

WHEREAS, there are assessed values associated with these properties for taxation purposes, but no taxes are being collected, therefore causing a lower than expected tax distribution to those taxing units and taxing districts within the properties are located; and



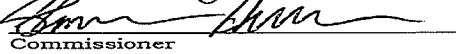
WHEREAS, the Town of Albany desire to have these properties back on the tax rolls for the benefiting the Town of Albany's municipal purpose and pursuant to provision I.C. 6-1.1-24-9 require the Town of Albany to accept the tax sale certificates signed by the Auditor and to do those things necessary to transfer the title into the name of the Town of Albany, and

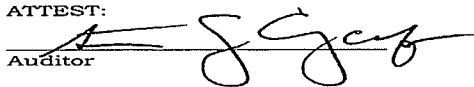
WHEREAS, the Commissioners agree to assign the following described properties to the Town of Albany, which agrees to accept such certificates:

<u>Certificate Number</u>	<u>Street Address</u>	<u>Certificate Amount</u>
181601199	516 N. Water St., Albany, IN 47320	\$1,182.83
181601200	516 N. Water St., Albany, IN 47320	\$1,950.32
181601208	105 W. 1st St., Albany, IN 47320	\$517.44
181601177	440 N. Manor Ave., Albany, IN 47320	\$3,869.88

NOW THEREFORE BE IT RESOLVED by the Commissioners of Delaware County that the certificates of sale described herein shall be assigned from Delaware County to the Town of Albany.

Passed and adopted by the Commissioners on the 17 day of January 2017


 Commissioner

 Commissioner

 Commissioner

ATTEST:

 Auditor

DEPARTMENT HEADS AND ELECTED OFFICIALS

DECISION OF COMMISSIONERS AS TO UNION GRIEVANCE – EMS/IAFF

Mr. Brooke said a hearing was conducted January 5, 2017, and his findings was to uphold the terminations and the grievance was for cause. If approved, by the Commissioners, the Union would then decide rather to take it to arbitrations.

MOTION: Commissioner Henry made a motion to approve Mr. Brooke's findings.

SECOND: Commissioner Riggin

MOTION PASSED UNANIMOUSLY

January 17, 2017

**PETITION OBJECTING TO REGIONAL WASTEWATER RATE INCREASE
HEARING WAS CONDUCTED ON JANUARY 3, 2017**

Mr. Brooke said a decision has not been made, however a public hearing was held and everyone listed in the petition will be notified on the decision. A second hearing is not needed.

All Commissioners gave their consensus.

**MONTHLY/WEEKLY REPORTS
EMS WRITE-OFF**

Mr. Jason Rogers provided the EMS write-off for December 2016.

MOTION: Commissioner Henry made a motion to accept the write offs for December 2016.

SECOND: Commissioner Bicknell

MOTION PASSED UNANIMOUSLY

01/01/17 Delaware County Muncie EMS Monthly Recap Sheet Page 1 of 1

Transaction Date	Transaction Date	MS,-1M
Transaction Date	Transaction Date	MS,-1D
Company Code	Company Code	DELAWARE COUNTY/MUNCIE EMS

~~AR Previous Balance~~ \$1,498,443.67

Total AR Change for Invoice Payment \$790,188.00

*CC CREDIT CARD PYMT	(\$2,621.48)
*CK CK PYMT	(\$9,256.00)
*CP COMMERCIAL PYMT	(\$73,705.14)
*CP WORKERS COMP PYMT	(\$2,329.43)
*MD MCAID PYMT	(\$22,567.51)
*MR MCARE PYMT	(\$156,478.86)

Total AR Change for Payment WriteOff (\$266,958.42)

*AA MCAR ALLOWANCE	(\$230,425.67)
*AC COMM ALLOWANCE	(\$34,913.98)
*AC WORKERS COMP WRITE OFF	(\$54.07)
*AD MCAID ALLOWANCE	(\$102,821.29)
*AI CHARITY	(\$213.70)
*AO ADJ INTEREST	(\$2.67)
*AO BANKRUPTCY	\$25.08
*AO DECEASED	(\$3,710.42)
*AO TOO SMALL TO PURSUE	\$6.24
*PR REFUND	\$1,238.17

Total AR Change for WriteOff (\$370,872.31)

~~Summary by type for DELAWARE COUNTY/MUNCIE EMS~~

Invoice	\$790,188.00
Payment	(\$266,958.42)
WriteOff	(\$370,872.31)
Collections Transfer	(\$81,242.78)
Accounts Receivable Change	\$71,114.49

Total Balance Forward \$1,569,558.16

DCEMS Capital Fund	\$16,000.00
DCEMS Ambulance Fund	\$5,000.00
DCEMS 457 Pension PF Accts	\$200.00
DCEMS Medical Supplies Acct	\$12,500.00
DCEMS Intercept Fund	(\$5,225.00)

Ms. Marta Moody, Plan Commission Director, provided Delaware County 2016 annual Construction Project Summary and a three (3) year comparison.

DELAWARE COUNTY			
3 year Comparison of Construction Projects			
TYPE OF PROJECT	2014 NO. OF PROJECTS	2015 NO. OF PROJECTS	2016 NO. OF PROJECTS
New Single Family Dwelling	14	16	31
Residential Remodel	15	7	11
Residential Addition	15	13	21
New Commercial	6	1	2
Commercial Addition	4	5	8
Signs	4	2	9
New Garage	16	8	13
Garage Addition	0	2	4
Pole Barn	41	46	46
Carport	1	2	1
Shed	6	8	5
Cell Tower	16	6	10
Lean-to	0	0	0
Deck/Porch	7	5	5
Pool	12	10	14
Church	0	0	0
Mobile Home	4	13	12
Miscellaneous	16	3	6
Project Totals	177	147	198
Total Number of Permits	444	419	517
Total Permit Income	\$49,824.36	\$ 38,948.57	\$43,137.00

Mr. Ray Dudley, Sheriff of Delaware County provided 2016 stats. Mr. Dudley spoke about two (2) programs for addictions. It is very important for programs to help not only the person with the disease of addiction but also the family/children.

January 17, 2017



Ray Dudley
SHERIFF
Delaware County Sheriff's Office

JUSTICE CENTER - 100 WEST WASHINGTON STREET
MUNCIE, INDIANA 47305

PHONE (765) 747-7885

FAX (765) 741-3391

Investigation Division

PHONE (765) 747-7881

FAX (765) 747-7837

Email: rdudley@co.delaware.in.us

2016 Delaware County Sheriff Office

Total Calls : 2016: 28,486 2015: 23,786

Total paper service: 16,000 (Road Deputies delivering)

Investigations: Major Crimes: 564 (Burglary, Robbery, Rape, Homicide)
(91 Active Cases Now)

Drug Investigation Team: (Drug Arrest)
2016: 478 2015: 280

Special Teams:

Dive Team: 5 dive calls
Accident Investigation Team: 11
Swat Team: 13
Bomb Team (EOD): 11

K-9 Division:

Bomb calls: 22, Alarm calls: 260, Tracks: 62, Traffic stops: 61
Warrants: 70, Robberies: 26, Burglaries: 35

Jail Division:

2016 Housed: 4,092 (New prisoners)
Dailey average: 250 Inmates

Transport: 762 Inmates Mileage: 168,000

Ms. Donna Patterson, Settlement Clerk, said the Commissioners signatures are needed in order to close the tax warrants.

CLERK OF THE CIRCUIT COURT—DECEMBER, 2016 MONTHLY REPORT

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggan made a motion to pay claims in the amount of \$600,980.17.

SECOND: Commissioner Henry

MOTION PASSED UNANIMOUSLY

January 17, 2017

RECESS

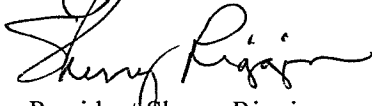
MOTION: Commissioner Henry made a motion to recess until Feb 6, 2017.

SECOND: Commissioner Riggin

MOTION PASSED UNANIMOUSLY



President James King



Vice President Sherry Riggin



Member Shannon Henry



Auditor Steven G Craycraft