

DELAWARE COUNTY COMMISSIONER'S MEETING  
MONDAY, JUNE 20, 2023 @ 9:03 A.M.  
COMMISSIONERS COURTROOM  
100 W. MAIN ST. ROOM 309A  
CALL TO ORDER  
WELCOME  
PLEDGE TO FLAG

**ORIGINAL**

ROLL CALL

Mr. Shannon Henry  
Mr. James King  
Ms. Sherry Riggin  
Mr. John Brooke, County Attorney  
Mr. Ed Carroll, Auditor

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve June 5, 2023 Commissioner minutes.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

PRESENTATION

HEALTH DEPARTMENT FIRST FLOOR RENOVATION

Mr. Jammie Bane, Health Department Administrator, said the Health Board reviewed all bids that had been received and Pridemark Construction was selected. Pridemark Construction was also the lowest bid.

MOTION: Commissioner King made a motion to approve Pridemark Construction for the Health Department renovation.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

BID OPENING FOR BRIDGE #86 REPLACEMENT

Mr. John Brooke, Commissioner Attorney, said one bid was received from Hoosier Pride, Springport, Indiana. This is for bridge #86 replacement over 650 east/Campbell Creek. Bid is \$651,521.29.

MOTION: Commissioner Riggin made a motion to take bid under advisement.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry



Mr. Brooke, presented an engagement letter from Baker Tilly for providing services for Cumulative Capital Development Fund, Revenue Anticipation and EDIT Work. Mr. Brooke said it is mostly for the Cumulative Capital Development Fund.

MOTION: Commissioner King made a motion to approve Baker Tilly engagement letter.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

**ORIGINAL**

SCOPE APPENDIX to  
Engagement Letter dated: March 18, 2021  
Between Delaware County and  
Baker Tilly Municipal Advisors, LLC

**COMPENSATION AND INVOICING**

Fees for services set forth above, will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred.

Standard Hourly Rates by Job Classification  
1/1/2023

Partners / Principals / Directors	\$295.00	to	\$525.00
Managers	\$235.00	to	\$340.00
Consultants / Analysts	\$160.00	to	\$235.00
Support / Paraprofessional	\$115.00	to	\$175.00
Interns	\$110.00	to	\$145.00

*Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

**BILLING PROCEDURES**

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



**SCOPE APPENDIX to  
Engagement Letter dated: March 18, 2021  
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Baker Tilly Municipal Advisors, LLC**

**RE: Proposed Financial Advisory and Accounting Services – Establish a Cumulative Capital Development (“CCD”)**

**DATE: June 20, 2023**

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between Delaware County (the “Client”) and Baker Tilly Municipal Advisors, LLC.

**SCOPE OF WORK**

Baker Tilly Municipal Advisors (“BTMA”) will perform the following services:

The Client anticipates the need to retain the services of BTMA to serve as Financial Consultants to the Client. The Client desires to retain BTMA on an as-needed basis throughout the term of this agreement and anticipates the services to be for establishing a Cumulative Capital Development Fund.

The following services are available to the Client in whole or in part at the direction of the Council, Commissioners, or other appointed Client representative.

**A. Establish a Cumulative Capital Development (“CCD”) Fund (Consulting Services)**

1. Develop a timeline for the steps required to establish a Cumulative Capital Development Fund.
2. Assist the Client with preparation of State-required documents including the notice to taxpayers and establishing ordinance.
3. Develop revenue estimates from the established or reestablished property tax rate and property tax liability impact calculations, as requested.
4. Attend a Council meeting to discuss the establishing process and the estimated revenues to be generated from the tax rate.
5. Assist the Client to monitor completion of required steps of the process.
6. Review the Cumulative Capital Development Fund tax rate in Gateway during the annual budget process.



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Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

*Paige E. Sansone*

Paige E. Sansone, Partner

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*[Signature]*  
6/20/2023



AMERICAN RESCUE PLAN  
5<sup>th</sup> REVISED PLAN

Mr. Brooke presented the 5th revised ARP Plan. Mr. Brooke said due to the changing needs of the county, ARP money has been moved around. Some projects have been completed or no longer needed and taken out of the plan. Money was added to Selma stormwater plan, water project in Eaton, the Oakville plan was removed and money increased for the mental health facility. This moves the money around so that it revenue replacement of \$1.7 million dollars.

MOTION: Commissioner King made a motion to approve the 5th revised ARP Plan.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

*American Rescue Plan can be found at [www.co.delaware.in.us](http://www.co.delaware.in.us)*

DIRECT STRUCTURES

Mr. Brooke presented the Direct Structure agreement for signature. This is for the 26x24 structure being built at the Delaware County Fairgrounds. Direct Structure is donating the building to the fairgrounds.

MOTION: Commissioner Riggan made a motion to approve Direct Structures contract.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggan, President Henry

*The full contract is located in the Auditor's office*



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 20 day of June, 2023, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Direct Structures, Inc. ("Contractor"), for the project known as 24'x26' Garage (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner;

## DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. John Coutinho, EMA Director and Mr. Fred Cummings, 911 Director, provided a detail of all updates made within their areas. Through ARP money, budget money and grants, \$202,539.70 was spent on much needed updates.

Mr. Jeff Stanley, Chief Deputy, said Mr. Tony Skinner, Delaware County Sheriff, is working on the federal inmate project and it should be signed soon. Once it is signed, they are in hopes of having inmates in the facility by July 1, 2023.

Commissioner King said he received an email from Grant County requesting to house inmates at Delaware County. This would generate \$1.2 million to the county, \$52 per inmate, per day.

Chief Stanley said that is correct, Captain Jeremy Dye and Sheriff Skinner spoke to Grant County, but at this time they are hesitant to bring in Grant County because potentially the county will house 40-50 *federal* inmates. Chief Stanley agrees with Commissioner King and does not want to lose the \$1.2 million from Grant County either. Sheriff Skinner is not saying no, but waiting regarding the federal inmate project. The federal contract is \$60 per inmate. The hang up to getting the federal agreement signed was regarding medication.

Mr. Steve Foster, Building Superintendent, asked if two quotes would be needed for repairs of the Justice Center building. An employee ran into the building at the Justice Center.

Ms. Sara Hodges, Executive Assistant, said the deductible was going to be very high so it cannot be turned into insurance.

President Henry said it was a county vehicle, hitting the county Justice Center and the deductible was going to be \$50,000.

Mr. Foster asked about the roof situation. One bid he received was \$270,000.

Mr. Brooke said he is working on specifications on the building. There was not sufficient money left for this project.

President Henry asked that Mr. Foster wait regarding the roof at this time.

Commissioner Henry asked Mr. Brooke what would be needed to make dorms/beds at the pool area at the Justice Center.

Mr. Brooke said an engineer would need to secure the plan and drawings, based on Correctional Association guidelines (12,000 square ft. and high ceiling). Mr. Brooke said it would probably need to bid out, due to the cost being approximately \$150,000. Plans, specifications and then bid it out.

President Henry asked if the engineers had the initial plans on this.

Mr. Brooke said they had plans to use this area as a treatment center but didn't because of the cost.



Commissioner King is interested in seeing the cost to have it build out and how much could be generated.

President King and Commissioner Riggan agreed.

#### WEEKLY, MONTHLY AND QUARTERLY REPORTS

#### PAYMENT OF CLAIMS

MOTION: Commissioner Riggan made a motion to approve claims in the amount of \$3,489,294.51 and ARP claims in the amount of \$307,598.03.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggan, President Henry

#### PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

None

#### RECESS

MOTION: Commissioner Riggan made a motion to recess until July 3, 2023.


SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggan, President Henry

President, Mr. Shannon Henry



Vice President, Mr. James King




Member, Ms. Sherry Riggan



Auditor, Mr. Ed Carroll