

6.4.2022

ORIGINAL

DELAWARE COUNTY COMMISSIONER'S MEETING

Monday, May 16, 2022 @ 9:01 A.M.

Commissioners' Courtroom

100 W. Main St. Room 309A

CALL TO ORDER

MOMENT OF SILENCE FOR BUFFALO, NEW YORK KILLINGS

PLEDGE TO FLAG

WELCOME

ROLL CALL

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riggan

Mr. John Brooke, County Attorney

Ms. Donna Patterson, Deputy Auditor

TABLED BUSINESS

3RD AMENDED AMERICAN RESCUE PLAN

MOTION: Commissioner Henry made a motion to remove American Rescue Plan from the table.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

President Riggan said she was disappointed to see that the courts had asked for \$1.8 million, however, it was revised to \$225,000. President Riggan asked why the amount is so much lower.

Commissioner Henry said the unused money for jury trials went back into county general (Cares Act) for over two years.

MOTION: Commissioner Henry made a motion to approve 3rd American Rescue Plan, as presented.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King

ABSTAIN: President Riggan

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve May 2, 2022 Commissioner Minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

CONTRACTS OR AGREEMENTS FOR APPROVAL
911 CENTER FURNITURE AND REMODELING CONTRACT

Mr. Fred Cummings, Director of 911, said they received four proposals. The committee reviewed the proposals and went with Bramic Creative Business Products, Ltd.

MOTION: Commissioner King made a motion to approve 911 Center proposal from Bramic Creative Business Products, Ltd, not to exceed \$218,000.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Rigglin

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ORIGINAL

This Agreement is made this 16 day of May, 2022, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Bramic Creative Business Products, Ltd. ("Contractor"), for the project known as PSAP Workstation Furniture Renovation at the 911 Center on South Jefferson St., Muncie, Delaware County, Indiana (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the installation, construction and completion in every detail of the work described in the Contractor's Proposal which is incorporated by reference into the Agreement. 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.

D. **REPRESENTATIONS.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- 1) Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- 2) Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
- 3) Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.
- 4) Contractor has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented by the Contractor:

Commissioner Henry said Mr. Mike Ashley, EMS Director, had an accident and will out of the office for some time. Mr. Greg Michael will be stepping in as the interim until Mr. Ashley returns.

EMS CONTRACT

Ms. Meagan Coutinho, EMS Office Manager, presented an Equipment Lease agreement on a box truck, VIN#, 1HTSCAAMO1H389140. This will be leased by Healthcare Coalition and will be used during casualty incidences. A fund will need to be created.

Commissioner Henry said in the event of a disaster the box truck will be used. The Healthcare Coalition will pay \$5,000 for annual maintenance.

Mr. John Brooke, County Attorney, will provide a resolution at the next Commissioners meeting.

MOTION: Commissioner Henry made a motion to approve for the Equipment Lease agreement.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riffin

Ms. Coutinho will provide signatures from Healthcare Coalition.

ORIGINAL**EQUIPMENT LEASE AGREEMENT**

Indiana District 6, Healthcare Coalition ("Healthcare") agrees to lease a vehicle or trailer from Delaware County, Indiana ("Delaware County"), further identified as a 2001 International Model 470 Box Truck VIN# IHTSCAAM01H389140 ("vehicle"), for the purpose of use Healthcare as part of their program for alternate care site capability on an emergency, as needed basis and activated for disaster for Healthcare employees and/or contractors to utilize in times that Healthcare needs the vehicle for deployment.

The terms and conditions of the lease are as follows:

1. Equipment and Use of Vehicle. Healthcare shall be permitted to use the vehicle use as part of their program for alternate care site capability on an emergency, as needed basis and activated for disaster for Healthcare employees and/or contractors to utilize in times that Healthcare needs the vehicle for deployment during a disaster or in times of need as determined by Healthcare. The equipment with the vehicle shall include a Fast Command inflatable triage/treatment tent measuring 25' x 45'. IU Health Ball Memorial shall be storing 20 emergency surge beds and 2 mascache 48-hour POD's of medical supplies.
2. Maintenance, housing, ownership and use. Delaware County shall be permitted to use, during times not required by Healthcare, the vehicle for purposes designated by the Delaware County for its needs require, from time to time. Delaware County shall house, maintain and shall retain ownership of the vehicle at all times.
3. Term and Payment. The term of this agreement shall be for one (1) year from the date of execution. The term may be extended by the parties for similar one year periods of time as needed. Healthcare shall pay the sum of \$5,000 per year to Delaware County for the use, reservation, fuel and maintenance of the vehicle. Delaware County shall provide the vehicle as required by Healthcare. In the event the Healthcare is not provided funding for this lease after June 30, 2024 then the lease may be terminated. It is the intent of Healthcare to continue to fund this lease agreement past July 1, 2024.
4. Insurance and Fuel. During the time that Healthcare shall use the vehicle, the operator of the vehicle shall be insured by Delaware County for the operation of the vehicle. During the time that Healthcare shall use the vehicle, the fuel consumed by the use of the vehicle by Healthcare, Delaware County shall be responsible to keep the vehicle supplied with fuel for operation.
5. Delivery and Acceptance. Delivery and acceptance of the Equipment by the Healthcare as needed during times of disaster shall be deemed to have occurred when provided by Delaware County. Acceptance of the Equipment by the Healthcare shall constitute an acknowledgement that:
 - a. Such Equipment is in good order and condition; and
 - b. Delaware County has made no representation or warranty, express or implied, with respect to such Equipment.
6. Title to Equipment; Access.
 - a. The Equipment shall at all times be and remain the sole and exclusive property of Delaware County and Healthcare shall not have any rights or property interest therein.
 - b. Healthcare may not assign any right or interest to the Equipment or permit any lien or encumbrance to exist thereon other than liens and encumbrances placed thereon by the Delaware County or persons claiming against Delaware County. Healthcare will at all times protect and defend, at its own cost and expense, Delaware County against all claims, liens and legal processes of creditors of Healthcare and other persons.

ERNSTBERGER SUBDIVISION

Ms. Kathy Vannice, Ashton Land Surveyor, said a change had to be made on the plat and new signatures from the Commissioners are needed. The scale of the drawing was made larger. Nothing else was changed.

AGREEMENT FOR SERVICES WITH COMMUNITY ENHANCEMENT PROJECT
ORDINANCES FOR SECOND READING

AN ORDINANCE CREATING A NEW FUND FOR DELAWARE COUNTY

ORDINANCE NO. 2022 – 010

MOTION: Commissioner Henry made a motion to table Ordinance 2022-010, An Ordinance Creating a New Fund for Delaware County.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggins

RESOLUTION OF DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS
CONCERNING PRE AND POST EMPLOYMENT DRUG SCREENS

RESOLUTION 2022-007

Mr. Brooke said this was discussed at the last Commissioners meeting and will save Delaware County money by going to the Health Clinic for Pre and Post Employment Drug Screens.

MOTION: Commissioner King made a motion to approve Resolution 2022-007, Concerning Pre and Post Employment Drug Screens.

MOTION: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggins

RESOLUTION NO. 2022- 007

ORIGINAL

RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS CONCERNING PRE AND POST EMPLOYMENT DRUG SCREENS

WHEREAS, the Delaware County, Indiana Board of Commissioners (the "Board of Commissioners") has a responsibility to provide a safe and drug free workplace for its employees and the citizens of Delaware County; and

WHEREAS, the Board of Commissioners has determined that due to current economic conditions pre-employment drug screens should be paid for by Delaware County as a part of the employment process;

WHEREAS, the Board of Commissioners has determined that Delaware County Employees Clinic that is utilized for health care for county employees is the most cost effective and responsive provider to conduct both pre-employment and post-employment drug screens for future and current employees.

IT IS THEREFORE RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT:

SECTION 1. The Board of Commissioners shall pay all costs for the initial pre-employment drug screen tests for prospective employees provided that the drug testing is conducted pursuant to this Resolution.


SECTION 2. The Board of Commissioners shall pay all costs for current or post-employment drug screen tests for prospective employees provided that the drug testing is conducted pursuant to this Resolution.


SECTION 3. All drug testing shall be conducted at the Delaware County Employees Clinic at the cost of \$18-\$20 per test. Payment shall be made by the County to the Clinic.

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA ON THIS, THE 16 DAY OF MAY, 2022.

BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA


Sherry Riffin, President


Shannon Henry, Commissioner


James King, Commissioner

ATTEST:


Steven Craycraft, Auditor
Delaware County, Indiana

DEPARTMENT HEADS AND ELECTED OFFICIALS

Ms. Emily Anderson, Court Administrator asked that the Commissioners sign a Letter of support for a full-time Magistrate position.

May 16, 2022

Legislative Study Committee for Courts
Indiana Statehouse
200 W. Washington Street
Indianapolis, IN 46204

ORIGINAL

RE: Full-time Magistrate for Delaware County


Dear Members of Committee:


It has been brought to our attention that there is a need for a full-time magistrate for Delaware Circuit Courts. We support the request for a full-time magistrate for Delaware County.

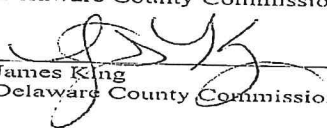
Having a magistrate will assist in curtailing additional expense to the county. Furthermore, the magistrate will be able to issue his own orders in a more expeditious manner for the benefit of litigants. The current master commissioner position would be replaced by the full-time magistrate position. No other staffing changes, expenses, or space would be necessary to facilitate this change.

We understand that it would mean that the magistrate would be a state employee, predominantly paid by the state, and the county would be required to pay a portion of the magistrate salary.

Sincerely,


Sherry Riggin,
President
Board of Commissioners of Delaware County
Delaware County Commissioner


Shannon Henry
Delaware County Commissioner


James King
Delaware County Commissioner

Mr. Tommy Humbert, Highway Superintendent, said he has six topsoil loads available for the county. The current cost is \$50 per yard. Mr. Humbert will donate the topsoil to Delaware County. This will be stocked piled at the highway department.

MOTION: Commissioner Henry made a motion to accept this donation as a gift.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

Mr. Humbert said they are running out of room/space and are currently working on expanding areas due to the price of product going up.

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Commissioner Henry said the proper thing to do is to flag the area off, get a measurement and then provide it to Mr. Brooke. Mr Brooke can revise the agreement of the farm ground and provide the change to the farmer.

WEEKLY, MONTHLY AND QUARTERLY REPORTS

Weights & Measures Monthly Report

PAYMENT OF CLAIMS and PAYMENT OF ARP CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$996,346.64 and ARP claims in the amount of \$181,524.30.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggins

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

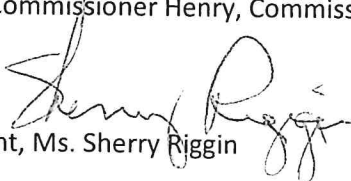
No Facebook comments

RECESS

MOTION: Commissioner King made a motion to recess until Monday, June 6, 2022.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggins


President, Ms. Sherry Riggins


Vice President, Mr. Shannon Henry

Member, Mr. James King

Auditor, Mr. Steven G. Craycraft

Commissioners meeting May 16, 2022

