

DELAWARE COUNTY COMMISSIONER'S MEETING

MONDAY, DECEMBER 5, 2022 @ 9:03 A.M.

COMMISSIONERS' COURTROOM

100 W. MAIN ST. ROOM 309A

CALL TO ORDER

PLEDGE TO FLAG

WELCOME

ORIGINAL

Comments may be made to the Commissioners via their email at commissioners@co.delaware.in.us

ROLL CALL

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riffin

Mr. John Brooke, County Attorney

Ms. Tonya Dunsmore, Deputy in Auditors office

ORDER OF BUSINESS

TABLED BUSINESS

PROFESSIONAL SERVICES AGREEMENT WITH CATALYST PUBLIC AFFAIRS GROUP

Remained tabled

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve minutes of November 21, and November 18, 2022 Executive Session.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riffin

PRESENTATIONS

Mr. Nate Howard, Muncie Land Bank, presented an update on seven properties awarded to the MLB by Delaware County Commissioners (see below).

All of the Commissioners thanked Mr. Howard for the update.

MUNCIE LANDBANK (MLB)



UPDATE ON 7 PROPERTIES AWARDED TO THE MLB BY THE DELAWARE COUNTY COMMISSIONERS

Deeds Received

On June 6, 2022 the MLB was awarded 7 properties by the Delaware County Commissioners. The deeds for these properties were received on August 22, 2022.

ORIGINAL

Quiet Title Action

On September 6, Quiet Title Action was initiated on all properties. This legal action is projected to be completed by mid December to early January and will cost approximately **\$2,200**, which includes title searches.

Boarding

During the 2nd and 3rd weeks of September, all properties were boarded up and secured for a total of **\$2,982**.

Mowing

Each property was given a special greening upon legal acquisition and then has been mowed regularly every two weeks throughout the rest of the mowing season. To date, this care has cost **\$1,525**.

Level 1 Assessments

General assessments/inspections were carried out on each structure during the month of October and cost a total of **\$500**. These assessments help the MLB to determine whether a property is salvageable or needs to be demolished. For salvageable properties, it also informs the MLB on exactly what needs to be done to bring it to code.

Clean Up

3 of the 5 properties deemed salvageable, were given a special "clean up" during the month of November. This includes removing furniture, trash and any other debris. This cost **\$700** total.

Renovation Specs

For 2 of the properties that show the most promising rehab potential, renovation specifications were carried out by a qualified architect. This cost **\$1,000** total and was done during the month of November.

What's Coming for the MLB...

Brokers Price Opinion

- ⑥ The MLB has begun developing a partnership with MEIAR (Mid-Eastern Indiana Association of Realtors). Before the end of the year, MEIAR will help perform a BPO (Broker's Price Opinion) which determines the estimated value of each property. This work is done pro-bono for the Muncie Land Bank.

Disposition of Property

After Quiet Title Action is completed:

- **2 structures** (2007 S Biltmore and 2105 S Elm) will be demolished and be offered as side lots to adjacent neighbors that have already been contacted and stated their interest in acquiring them.
- **1 structure** (525 E 5th) will be transferred to Urban Light CDC for redevelopment.
- **1 structure** (2003 S Jefferson) will be transferred to PathStone for redevelopment.
- **1 structure** (926 S Beacon) will be offered for sale to the public via the MLB website.
- **2 structures** (2308 S Jefferson and 2218 S Jefferson) are currently under legal review, and are awaiting clearance.



CONTRACTS OR AGREEMENTS FOR APPROVAL

Mr. Jim Flook, IT Director, presented the Amendment to Data Processing Services Agreement / Jim Flook extending contract for another three (3) years.

Mr. John Brooke, County Attorney, reviewed the agreement.

MOTION: Commissioner Henry made a motion to approve Data Processing Services agreement

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riffin

11.21.22

ORIGINAL

AMENDMENT TO DATA PROCESSING SERVICES AGREEMENT

The following is an amendment to the existing Data Processing Services Agreement entered into by and between **Delaware County Board of Commissioners**, as the governing body of Delaware County, Indiana (hereinafter, the "County") and **Computer Management and Consultants Incorporated** (hereinafter, the "Facilities Manager") dated December 16, 2019 (hereinafter, the "Original Agreement").

WITNESSETH:

For valuable consideration, the receipt of which is hereby acknowledged, the parties now agree to amend the Original Agreement pursuant to the following terms and conditions:

I. Agreement Term. Section 2.2 of the Original Agreement is hereby amended to state as follows:

"2.2 Term. The term of this Agreement shall begin on January 1, 2023 and shall expire on December 31, 2025 ("Term"). This Agreement shall automatically renew for up to four (4) additional one-year terms unless either party notifies the other in writing of their intent to terminate this Agreement at least one hundred eighty (180) days prior to the termination date of the then current Term."

II. Consideration. Section 8.1 of the Original Agreement is hereby amended to state as follows:

"8.1 Gross Annual Charge and Monthly Base Charge.

(A) Beginning January 1, 2023, the gross annual charge shall be **\$198,500.00** for the County data processing services plus **\$276,500.00** for the Integrated Justice System Public Safety Management and Application Software Maintenance support.

(B) Beginning January 1, 2024, the Gross Annual Charge shall be **\$204,000.00** for the County data processing services plus **\$282,000.00** Integrated Justice System Public Safety Management and Application Software Maintenance support.

(C) Beginning January 1, 2025, the Gross Annual Charge shall be **\$209,500.00** for the County data processing services plus **\$287,500.00** Integrated Justice System Public Safety Management and Application Software Maintenance support.

\$ 1456,000

(D) The County shall pay to Facilities Manager a monthly base charge each month during the Term of this Agreement, which is derived from the Gross Annual Charge divided by twelve (12) (the "Monthly Base Charge")."

III. Transition Services. Article 8 of the Original Agreement is hereby amended by inserting the following after Section 8.8:

"8.9 Transition Services. Transition services shall be provided to the County at the rate of \$150.00 per hour for each employee of CMC provided for the transition."

IV. Effective Date. This Amendment shall be effective as of January 1, 2023.

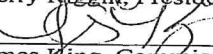
V. Remaining Provisions Unaffected. All provisions of the Original Agreement shall not be affected by the Amendment except as expressly stated herein.


VI. Entire Agreement. The Original Agreement, as modified by this Amendment, is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter.

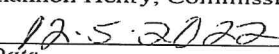
IN WITNESS WHEREOF, this Amendment is hereby adopted and approved by the County and has been executed by its Board of Commissioners as of the Effective Date stated herein.


BOARD OF COMMISSIONERS OF
DELAWARE COUNTY, INDIANA


Sherry Riggins, President


James King, Commissioner


Shannon Henry, Commissioner


Date

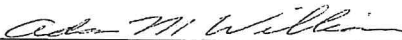


Steven G. Craycraft, Auditor
Delaware County, Indiana

The undersigned represents and warrants that they are a duly authorized agent of the Facilities Manager and that they have full authority to execute and deliver this Amendment on its behalf, which said authority has not been revoked.

IN WITNESS WHEREOF, this Amendment is hereby adopted and approved by the Facilities Manager and has been executed by its authorized agent as of the Effective Date stated herein.

COMPUTER MANAGEMENT AND
CONSULTANTS INCORPORATED


James A. Flook, Authorized Agent
Adam Williams, Authorized Agent

12.5. 2020
Date

INTERLOCAL AGREEMENT BETWEEN DELAWARE COUNTY AND CITY OF MUNCIE REGARDING 911 OPERATIONS

Mr. Brooke said this is the final agreement after many negotiated discussions between both parties. This is a five-year agreement with the operation of 911 Center.

Commissioner Henry said Mr. Fred Cummings, 911 Director, and Mr. Kyle James, 911 Assistant, has worked hard to improve the 911 center with upgrades and updates. This has helped to get the agreement with the city.

MOTION: Commissioner Henry made a motion to approve Interlocal agreement between Delaware County and City of Muncie regarding 911 operations.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggins

Waiting on signatures from Council (12/13/2022) and City of Muncie

FIBER CONSTRUCTION AGREEMENT BETWEEN AT&T AND DELAWARE COUNTY, IN

Mr. Bill Walters, ECI Regional Planning District, presented the AT & T agreement and the broadband study. RFP's went out with three responses. The broadband completion on the project would be 18 months. This will provide broadband services to consumers and businesses in certain areas of Delaware County (agreement available in Auditors office).

MOTION: Commissioner Henry made a motion to approve the fiber construction agreement between AT&T and Delaware County, IN.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggins

AT & T is to sign agreement and send back.

INDOT LPA PROJECT COORDINATION CONTRACT

Ms. Angie Moyer, Project Manager, presented INDOT LPA Project Coordination agreements. These agreements are necessary to receive 80% reimbursement toward preliminary engineering services for bridge 51 and bridge 30. Bridge 51 (\$172,000) located at McGalliard and CR 200 north and bridge 30 located at Eaton-Albany Pike (168,000). The agreement is for two years and is for on-call services not to exceed \$15,000 per year.

MOTION: Commissioner Henry made a motion to approve both INDOT LPA Project Coordination contracts.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggins

Agreements are available in Auditors office

GENERAL SERVICES AGREEMENT WITH TRIAD ASSOCIATES

Ms. Moyer presented the general services agreement with Triad associates, Inc. This is an annual agreement of \$15,000.

MOTION: Commissioner Henry made a motion to approve general services agreement with Triad Associates.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggins

DELAWARE COUNTY, INDIANA
2022 GENERAL SERVICES AGREEMENT BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND TRIAD ASSOCIATES, INC.

THIS AGREEMENT, made and entered into the 20th day of December, 2021, by and between DELAWARE County Board of Commissioners, hereinafter referred to as the "COUNTY", and Triad Associates, Inc., 5835 Lawton Loop East Drive, Indianapolis, Indiana 46216 hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to contract for General Engineering Services required for projects and tasks under the jurisdiction of the COUNTY, and

WHEREAS, the CONSULTANT has expressed a willingness to provide said Engineering Services:

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

ARTICLE I. GENERAL ENGINEERING SERVICES

1.1 **Design and Recommendations**

Upon notification by the COUNTY, the CONSULTANT shall make an inspection/analysis of each project or task. This inspection analysis shall be in sufficient detail to determine the type and degree of work required. The CONSULTANT shall prepare a report with recommendations, including any necessary sketches and plan details, and estimated costs of the improvements, based on the inspection/analysis. The report shall be submitted to the COUNTY for review and approval. The CONSULTANT will be available to the COUNTY for advice, consultation and assistance in implementation of any planned improvements. If required by the COUNTY, the CONSULTANT will prepare plans and documents necessary for construction of the project under contract.

1.2 **Inspection of Construction**

Upon notification by the COUNTY, the CONSULTANT will provide qualified inspection personnel for observation of construction and field work at various locations on projects or operations at the request of the COUNTY. These inspection/observation services will include all reports and record keeping, measurement and verification of quantities and testing services required for each location.

1.3 **General Consultation and Review**

Upon notification by the COUNTY the CONSULTANT shall provide consultation and review services to the County Highway Department and Project Director for various duties and responsibilities for which the COUNTY determines consultation and review services are required to be performed by the CONSULTANT.

ARTICLE 2. INFORMATION AND SERVICES TO BE FURNISHED OR CAUSED TO BE FURNISHED BY THE COUNTY

2.1 The COUNTY shall furnish the CONSULTANT with the following:

- a. All records and plan documents available for each project or task.

ARTICLE 3. THE CONSULTANT'S COMPENSATION FOR SERVICES RENDERED

3.1 The CONSULTANT'S compensation for services rendered shall be paid on the basis of hours of work performed by essential personnel incurred in the accomplishment of the project or task, exclusively.

Refer to Exhibit "A" 2022 Hourly Rate Schedule for hourly fees to be used in determining the CONSULTANT'S compensation. The total compensation shall not exceed \$15,000.00 unless approved in writing by the COUNTY.

3.2 The CONSULTANT shall be reimbursed for travel expenses at the rate of .38 per mile.

3.3 The CONSULTANT shall be reimbursed for actual costs of any special tests or services of special consultants required by the project.


3.4 If requested by the COUNTY, all cost records (including time records and payroll records) will be made available to the COUNTY for the purpose of verification of the compensation.

3.5 The CONSULTANT shall submit invoices to the COUNTY not more often than once per month during the progress of the work, for partial payment on account for the work completed to date.

ARTICLE 4. EFFECTIVE AND EXPIRATION DATE

4.1 This Agreement will become effective from the date of execution by the CONSULTANT and the COUNTY and will expire on December 31, 2022.

IN TESTIMONY WHEREOF, the CONSULTANT has hereunto set his hand this 26th day of December, 2021.



Lou Savka, President
Triad Associates, Inc.

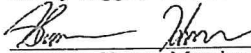
IN TESTIMONY WHEREOF, the COUNTY does hereby accept the foregoing Agreement and has herewith set its hand this 26th day of December, 2021.

DELAWARE COUNTY BOARD OF COMMISSIONERS

James King, President

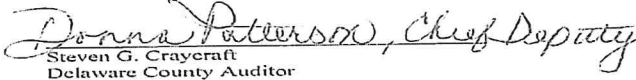


Sherry Riggan, Vice-President



Shannon Henry, Member

ATTEST:



Steven G. Craycraft
Delaware County Auditor

EXHIBIT "A"
FEE SCHEDULE FOR PROFESSIONAL SERVICES
2022

Principal	200.00/hour
Engineer Class III	175.00/hour
Engineer Class II	140.00/hour
Engineer Class I	120.00/hour
Professional Architect	150.00/hour
Registered Land Surveyor	150.00/hour
Regulatory/Compliance	120.00/hour
Project Manager	140.00/hour
Field Crew – Per Person	100.00/hour
CAD Technician	90.00/hour
Construction Inspector	90.00/hour
Commercial Building Inspection	150.00/hour
Administrative Support	70.00/hour

All fees include overhead and profit.

DELAWARE COUNTY ATTORNEY CONTRACT

MOTION: Commissioner Henry made a motion to approve Mr. Brooke's agreement to be the county attorney for 2023.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riffin

ORIGINAL

AGREEMENT FOR EMPLOYMENT OF DELAWARE COUNTY ATTORNEY-2023

THIS AGREEMENT is made and entered into by and between the Commissioners of Delaware County, Indiana, hereinafter referred to as "Commissioners" and John H. Brooke, attorney, 112 East Gilbert St., Muncie, Indiana, hereafter referred to as "Attorney."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. That the Commissioners hereby employ Attorney to perform legal services and give legal advice, excluding litigation services, in relation to legal matters involving Delaware County and the Commissioners. Attorney hereby accepts said appointment and will render services described above during the term of the Agreement.
2. As compensation for services rendered by Attorneys pursuant to this Agreement, the Commissioners agree to pay Attorney the sum of Thirty-One Thousand Nine Hundred Sixty-Five Dollars (\$31,965.00) annually for the year 2023, payable in the same manner as other employees of Delaware County.
3. The Commissioners agree to pay as additional compensation to Attorneys the amount of Two Hundred Dollars (\$200.00) per hour as reasonable attorney fees for legal services provided by said Attorneys or the firm for any legal work involving litigation issues or extraordinary work tasks such as bond financings or major revisions to personnel policies, assigned by the Commissioners. The Commissioners also agree that to help reduce costs, they shall pay the rate of One Hundred Twenty-five Dollars (\$125.00) for work performed by paralegals of the law firm on matters assigned. Nothing in this Agreement obligates Commissioners to assign extraordinary work tasks to the Attorneys. This additional compensation will be billed monthly to the Commissioners by invoices from Brooke Stevens, PC.
4. Delaware County and the Commissioners will be responsible for payment of any and all discovery related costs, expert witness fees, other consultation services, deposition costs, witness

fees, court costs, and other costs which may be necessary in the defense of Delaware County or to prosecute on behalf of Delaware County or any of their officers, agents or assigns.
5. This Agreement shall be effective as of January 1, 2023, and shall continue in effect until termination.

Dated this 5th day of December 2022.


John H. Brooke


President, Delaware County Commissioners


Delaware County Commissioner


Delaware County Commissioner

Attest:

Steven G. Craycraft, Deputy Auditor
Delaware County Auditor
12-5-22

DEPARTMENT HEADS AND ELECTED OFFICIALS

President Riggins said 4-H sign-up is now taking place through mid-January.

Mr. Brooke said 4-H is much more than animals. Photography, gift wrapping and so many options are available to all ages.

PAYMENT OF CLAIMS

MOTION: Commissioner Henry made a motion to approve claims in the amount of \$1,125,703 and \$1,916.68.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggins

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

Mr. Rick Yencer, Muncie, Indiana said he wanted to inform the government about an informational protest. Mr. Yencer asked that the Commissioners be more open on the amount of money they are spending of the taxpayer. Bricklayers are upset that these "out of town" contractors are coming into Muncie, hiring and paying whoever they want with no benefits and building out the community. This is a trend with businesses and government not to use union labor. Union labor has built this country. Mr. Yencer said it is a good move to bring more broadband within the community.

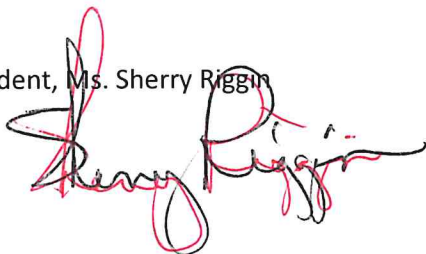
RECESS

MOTION: Commissioner King made a motion to recess until December 19, 2022.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggins

President, Ms. Sherry Riggins



Vice President, Mr. Shannon Henry



Member, Mr. James King



Mr. Steven G Craycraft

