

DELAWARE COUNTY COMMISSIONER'S MEETING
TUESDAY, JANUARY 16, 2024 @ 9:00 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
- Ms. Danyel Struble, County Attorney
- Mr. Ed Carroll, Auditor

APPOINTMENTS

President King announced Ms. Jessica Piper and Ms. Kylene Swackhamer to be appointed to the ECI Regional Planning District Board. Ms. Swackhamer will be replacing Ms. Marta Moody.

MOTION: Commissioner Riggin made a motion to approve Ms. Piper and Ms. Swackhamer to the ECI Regional Planning District.

SECOND: Commissioner Henry

YEAS: "All"

Ms. Danyel Struble, County Attorney, said Mr. Dan Gibson was appointed to replace Ms. Struble on the Public Defenders Board. At the January 2, 2024, Commissioners meeting, Mr. Michael Foley was appointed by the Commissioners. Mr. Foley was already a board member appointed by a Judge. Mr. Foley should be removed as the Commissioners appointment, however, keep Mr. Gibson as is.

MOTION: Commissioner Henry made the motion to remove Mr. Foley and to keep Mr. Gibson as the Commissioners appointment.

SECOND: Commissioner Riggin

YEAS: "All"

COMMISSIONERS MEETING JANUARY 2, 2024

MOTION: Commissioner Riggin made a motion to approve Commissioners meeting from January 2, 2024.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

CONTRACTS OR AGREEMENTS FOR APPROVAL
OPENING BIDS FOR PAVING PROJECTS AND ANNUAL MATERIAL

Ms. Angie Moyer, Project Manager, said bids received are for two road paving projects and the annual material bids for the Highway Department.

Mr. Struble opened bids (see below).

MOTION: Commissioner Henry made a motion to accept bids under advisement.

SECOND: Commissioner Rigglin

YEAS: Commissioner Henry, Commissioner Rigglin, President King

HIGH-TECH CRIME UNIT MOA 2024-25

Mr. Zack Craig, Deputy Prosecutor, presented the High-Tech Crime unit Memorandum of agreement. The agreement is a two-year agreement. A budget has been obtained, however, Mr. Craig is not sure what stage they are in. Mr. Craig said they have had a lot of success with grants received by Ball Foundation. A grant proposal will be submitted soon for the next fiscal year grant. The turnaround time for devices for law enforcement agencies is a fraction of what it had been. Out of county agencies are not being charged at this time. The office staying in the current location is not possible. This will offset the cost of the build out/move to the downtown county building.

Commissioner Rigglin said the office for the High-Tech Crime Unit will be beneficial to the county and she is happy that they are moving to the third floor of the downtown county building.

MOTION: Commissioner Rigglin made a motion to approve the High-Tech Crime unit Memorandum of agreement (MOA).

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Rigglin, President King

**EXECUTIVE SUMMARY
FOR THE RENEWAL OF THE
HTCU MEMORANDUM OF AGREEMENT
FOR CY 2024 AND CY 2025**

ORIGINAL

The parties have previously entered into a Memorandum of Agreement for the operation of the Prosecuting Attorney's High Tech Crime Unit. The purpose of the agreement was to provide a monetary grant from the IPAC to the Prosecuting Attorney for the establishment, administration, and maintenance of a high-tech crimes unit (HTCU) as defined by and described in Ind. Code § 33-39-8-7. Part IV of the original agreement was effective for a term of two years, commencing January 1, 2022, allowing for the possibility of renewal under the same terms and conditions for any term agreed upon by the parties. The parties wish to continue the operation of the existing HTCU in Delaware County.

The following sentences are changed in this renewal:¹

PART	PROVISION	EXPLANATION
Preamble	This memorandum of agreement is entered into between the Delaware County Prosecuting Attorney ("the Prosecuting Attorney") and the Indiana Prosecuting Attorneys Council ("the IPAC"), and the Delaware County Commissioners as the fiscal body for Delaware County and the Delaware County Council as the fiscal body for Delaware County (hereafter collectively referenced as "Delaware County").	<i>Prior memoranda reflected the County's roles imperfectly. The Commissioners remain party to this memorandum with recognition that the fiscal body is the Council.</i>
II	A. The IPAC will provide funding for payroll and other operating expenses, on a calendar-year basis, not to exceed \$285,000.00, to the Prosecuting Attorney for the establishment, administration, and maintenance of a HTCU. The funding appropriated from the General Assembly will be equally distributed among the HTCUs currently operating within the state less any unallocated funds withheld per Ind. Code § 33-39-8-7(e). The IPAC may, in its discretion, release additional funds to the Prosecuting Attorney from those unallocated funds or any other funds appropriate for such use.	<i>In the summer of 2023, this paragraph was adjusted due to the release of additional funding to the units; the original version limited total disbursements at an explicit dollar amount.² This agreement's modifications solidify the changes made in the Summer 2023, and the language has not been added back into this document as it is now moot.</i>

¹ Bold blue text indicates new language, while red-striken text indicates removed language. The MOA that follows this Executive Summary is the black-lined, final version for signature.

² For example, House Enrolled Act 1001 of 2023 appropriated \$3,000,000.00 for FY 2023-2024 and \$3,000,000.00 for FY 2024-2025. Ten units are currently in operation, and IPAC's 5% unallocated amount is therefore

The agreement is located in the Auditors office

INTERLOCAL AGREEMENT WITH DALEVILLE

Mr. Fred Cummings, 911 Director, presented the interlocal agreement between Daleville and Delaware County at no cost to Delaware County.

Commissioner Riffin asked about doing a claim if there was an accident when Mr. Cummings was on duty as a reserve.

Mr. Cummings said Daleville is providing the deductible and providing equipment for the auto.

Commissioner Henry said he likes the fact that Mr. Cummings is on the 911 radio a lot.

President King complimented that Mr. Cummings volunteers to work 30-40 hours a week at Daleville as a Deputy.

The Commissioners thanked Mr. Cummings for his service.

MOTION: Commissioner Riffin made a motion to approve the interlocal agreement with Daleville.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riffin

ABSTAIN: President King

INTERLOCAL AGREEMENT

An Interlocal Agreement by and between the Town of Daleville, Indiana ("Town") and Delaware County ("County") as to the use of a vehicle owned by the County in the course of the duties as a reserve police officer, Fred Cummings.

W I T N E S S E T H:

Declaration of Purpose

WHEREAS, the Town has a need for proper policing and also has an active reserved police force to assist the regular officers in providing police protection to the residents of the Town; and

WHEREAS, the Town does not have sufficient resources to provide a vehicle for patrol services for the reserve officers; and

WHEREAS, Fred Cummings has agreed to volunteer his time to serve as a reserve police officer and has a vehicle provided to him by Delaware County as part of his services as a reserve police officer for the Town of Daleville; and

WHEREAS, in the event that the vehicle is involved in an automobile accident that damages the vehicle of the County, the Town of Daleville will pay to Delaware County the deductible incurred by the County from the insurance coverage on the vehicle; and

WHEREAS, the Town desires to enter into an agreement with Delaware County for the use of the vehicle that had been assigned to Fred Cummings for his use as a Delaware County employee and Delaware County desires to allow the Town of Daleville to use the vehicle herein for the purpose serving as a patrol type vehicle during the time that Fred Cummings is assigned the work of a reserve police officer for the Town of Daleville.

NOW, THEREFORE, it is mutually agreed by and between the parties, as follows:

Section 1. Use of Vehicle.

The Town of Daleville shall be permitted by Delaware County to use the vehicle assigned to Fred Cummings as a county employee for his sole use as a reserve police officer serving the Town of Daleville. In the event that Fred Cummings resigns or is removed as a reserve police officer for the Town of Daleville, then this Agreement shall be terminated immediately.

Section 2. Maintenance and Gasoline.

The Town of Daleville shall be responsible for all usual and customary maintenance on the vehicle identified in this matter as used by the Town of Daleville. The Town of Daleville shall also be responsible for any and all gasoline used by the vehicle used as a reserve police patrol vehicle. The County shall bill Daleville for their share of the costs of maintenance of the

vehicle used as a reserve police patrol purposes. The Town of Daleville shall pay for the gasoline and fuel costs as they are incurred as per the usual and customary practice for other police vehicles.

Section 3. Insurance and Deductible.

The County shall be responsible for maintaining proper and appropriate insurance on the vehicle involved in this Interlocal Agreement. The Town of Daleville shall reimburse the County for the cost of the deductible that is incurred by the County. The Town of Daleville shall also cooperate with the County with respect to any insurance claim or issue.

Section 4. Term and Termination.

The term of this Agreement shall be from the date first written above and shall continue from year to year unless terminated by either party pursuant to a resolution adopted by the terminating party. Such termination Resolution must be finally adopted and transmitted to the non-terminating party to be effective thirty (30) days from the date of the resolution. In the event that Fred Cummings resigns or is removed as a reserve police officer then this Agreement shall be terminated immediately.

Section 5. Administration.

The Town and County shall be the parties administering all aspects as to the subject of this Interlocal Agreement.

Section 6. Effective Date.

This Agreement shall be effective upon the latest date of: signing by each party, approval by the Town Council and the Board of Commissioners and recordation of the Agreement with the Delaware County Recorder. Pursuant to I.C. 36-1-7-6, not later than sixty (60) days after it takes effect, this Agreement shall be filed with the State Board of Accounts for audit purposes.

Section 7. Miscellaneous.

6.1 This Agreement is subject to any applicable laws which may apply to the parties, and which give rights or responsibilities to persons who are not parties to this Agreement.

6.2 The contracting parties may, by mutual written agreement, alter, change or amend the terms and conditions hereof. Any alteration, change or amendment of this Agreement requires the written approval of the Town and School Corporation.

6.3 In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.4 This Agreement is entered into pursuant to I.C. 36-1-7, *et seq.*, as the same may be amended or supplemented from time to time. This Agreement and any amendments or supplements thereto, shall be recorded in the office of the Delaware County Recorder after approval by the Town and School Corporation and shall be filed with the State Board of Accounts for audit purposes, all as required by I.C. 36-1-7, and shall not be deemed enforceable and binding until recorded with the Delaware County Recorder.

6.5 This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts in their respective names by the duly authorized signators.

Approved:

TOWN COUNCIL OF
DALEVILLE, INDIANA

Approved:

BOARD OF COMMISSIONERS
DELAWARE COUNTY, INDIANA

ATTEST:

Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. This instrument prepared by: John H. Brooke, Brooke & Struble, PC, 112 East Gilbert Street, Muncie, Indiana 47305

President King will provide signatures from the Town of Daleville.

ORDINANCE TO VACATE A PART OF A 12-FOOT ALLEY WAY DEDICATED BY THE ROYERTON PLAT
ORDINANCE 2024-001
SECOND READING

Ms. Leslie Mathewson, Mathewson Law, PC, presented information on behalf of the petitioner, Mr. Gary Benedict. Utilities came out and only located a telephone line. Ms. Mathewson asks that the Commissioners grant the request to allow the vacate. Ms. Mathewson said after reviewing the Surveyors and Records office she does not see an easement located on the property.

MOTION: Commissioner Henry made a motion to adopt Ordinance 2024-001, To Vacate a Part of a 12-Foot Alley Way Dedicated by the Royerton Plat. The owner recognizes the fact that there is a utility in the alley.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

ORDINANCE NO: 2024-001

ORDINANCE TO VACATE A PART OF A 12 FOOT WIDE ALLEY WAY DEDICATED BY THE ROYERTON PLAT, ADJOINING LOTS 1 AND 2 IN BLOCK 3 AND ADJOINING LOT 35 BY PLAT ON THE SOUTH AND THE NORTH LINE OF LOT 4 IN RARICK'S ADDITION.

WHEREAS, Gary W. Benedict, has filed a petition with the Board of Commissioners, Delaware County, Indiana, to vacate a part of an alley way, more specifically described as follows:

A portion of a 12 Foot wide alley way dedicated to the Town of Royerton, as shown by the Records of Delaware County, Indiana, and adjoining Lots 1 and 2 in Block 3 and Adjoining Lot 35 by Plat on the South and the North Line of Lot 4 in Rarick's Addition.

WHEREAS, the vacation shall reserve an easement for existing public utilities to construct, add to, maintain, replace and renew any facilities which are now located in the area vacated with the same rights with respect to said facilities as if this vacation proceeding had not been had and shall be subject to restrictions of record;

WHEREAS, Petitioner and Michelle Dossous are the sole owners of the land that abuts the alleys sought to be vacated;

WHEREAS, notice of the following petition and date of hearing on said petition have been published as required by law;

WHEREAS, the vacation will not hinder the growth or orderly development of the neighborhood in which it is located;

WHEREAS, the vacation will not make access to the lands of any person by a public way difficult or inconvenient; and will instead benefit the neighbors of the said property.

WHEREAS, the vacation will not hinder the public access to any church, school or other public building or place.

NOW THEREFORE, BE IT ORDAINED, by the Board of Commissioners of Delaware County, Indiana, as follows:

Section 1. The public way more accurately described as follows:

A portion of a 12 Foot wide alley way dedicated to the Town of Royerton, as shown by the Records of Delaware County, Indiana, and adjoining Lots 1 and 2 in Block 3 and Adjoining Lot 35 by Plat on the South and the North Line of Lot 4 in Rarick's Addition

is hereby vacated subject to subject to reserving an easement for existing public utilities to construct, add to, maintain, replace and renew any facilities which are now located

in the area vacated with the same rights with respect to said facilities as if this vacation proceeding had not been had and shall be subject to restrictions of record.

Section 2. The following described portion of said vacated alley is hereby transferred to Gary W. Benedict:

A vacation of a 12-foot-wide alley in Block 3 of the Town of Royerton as shown by the Records of Delaware County, Indiana, as described as follows:

Beginning at the Southeast corner of Lot 1, Block 3 of the Town of Royerton; thence South 00 degrees 21 minutes 10 seconds East 6.00 feet (assumed bearing) along the West line of Williams Street; thence South 88 degrees 38 minutes 50 seconds West 138.00 feet along the center of a 12-foot-wide alley; thence North 00 degrees 21 minutes 10 seconds West 6.00 feet to the center of a 12-foot-wide alley running North and being along the West side of Lot 2 of Block 3; thence North 88 degrees 38 minutes 50 seconds East 138.00 feet to the point of beginning.

subject to reserving an easement for existing public utilities to construct, add to, maintain, replace and renew any facilities which are now located in the area vacated with the same rights with respect to said facilities as if this vacation proceeding had not been had and shall be subject to restrictions of record.

Section 3. The following described portion of said vacated alley is hereby transferred to Michelle Dossous:

A vacation of a 12-foot-wide alley in Block 3 of the Town of Royerton as shown by the Records of Delaware County, Indiana, as described as follows:

Beginning 6 feet South of the Southeast corner of Lot 1 in Block 3 of the Town of Royerton; thence South 00 degrees 21 minutes 10 seconds East 6.00 feet (assumed bearing) along the West line of Williams Street to the Northeast corner of Lot 35 of said town; thence South 88 degrees 38 minutes 50 seconds West 138.00 feet along the North line of said Lot 35; thence North 00 degrees 21 minutes 10 seconds West 6.00 feet; thence North 88 degrees 38 minutes 50 seconds East 138.00 feet to the point of beginning.

subject to reserving an easement for existing public utilities to construct, add to, maintain, replace and renew any facilities which are now located in the area vacated with the same rights with respect to said facilities as if this vacation proceeding had not been had and shall be subject to restrictions of record.

Section 4. This ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of Delaware County, Indiana and such publication as required by law.

Passed by the Board of Commissioners of Delaware County, Indiana, this 16 day of January, 2023.

BOARD OF COMMISSIONERS
DELAWARE COUNTY, INDIANA

[Signature]
President

[Signature]
Member

[Signature]
Member

[Signature]
Auditor, Delaware County, Indiana

DEPARTMENT HEADS

The Commissioners applauded the Highway Department for working the week-end salting roads.

PAYMENT OF CLAIMS

President King read aloud the claims.

MOTION: Commissioner Riggini made a motion to pay claims in the amount of \$737,378.04.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggini, President King

PUBLIC COMMENTS

President King said there was some rumor on Facebook regarding solar farms. President King has asked Economic Development to look into those rumors. AEP has been contacted and the Records office regarding leases. Nothing at this time has been found.

RECESS

MOTION: Commissioner Henry made a motion to recess until February 5, 2024.

SECOND: Commissioner Riggini


YEAS: Commissioner Henry, Commissioner Riggini, President King



President, Mr. James King



Mr. Shannon Henry



Vice President, Ms. Sherry Riggini



Auditor, Mr. Ed Carroll