

DELAWARE COUNTY COMMISSIONER'S COURTROOM

MONDAY, DECEMBER 21, 2015 @ 9:00 A.M.

ROOM 309 A, 100 WEST MAIN STREET

MUNCIE, IN 47305

CALL TO ORDER

PLEDGE TO FLAG

WELCOME

ROLL CALL

Shannon Henry

James King

Sherry Riffin

Absent: Auditor, Mr. Steve Craycraft

Ms. Donna Patterson

APPOINTMENT

MOTION: Commissioner King made a motion to appoint Mr. Rick Spangler, Human Resource Director, as Township Assistance Hearing Officer.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

ORIGINAL

**DELAWARE COUNTY COMMISSIONERS'
APPOINTMENT OF TOWNSHIP ASSISTANCE HEARING OFFICER(S)**

Comes now the Delaware County Commissioners and pursuant to Indiana Code
12-20-15-3 and the Delaware County Board of Commissioners' Procedure for Township
Assistance Hearings, now appoints Mr. Rick Spangler, as the hearing officer for the
purpose of conducting Township Assistance hearings. Said appointment shall supersede
any previous appointments and be effective until revoked in writing.

Delaware County Board of Commissioners



Sherry Riggan, President

Shannon Henry, Vice-President

James King, Member

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve December 7, 2015 minutes.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

PRESENTATIONS TO COMMISSIONERS

Ms. Lyndsey Hellems, Workone, updated the Commissioners regarding the Golden Ticket Work One program that started June 2015.

UPDATE ED PROJECTS & REDEVELOPMENT COMMISSIONER PROJECTS

Mr. Bookout presented an update regarding economic development. Local companies and small towns have been the focus on economic development.

WEB PAGE UPDATE

Mr. Jim Flook, IT Director, updated the Commissioners regarding the Delaware County new design for the county web page.

MOTION: Commissioner Henry made a motion to approve the web page update. The monies will come from Economic Development Income Tax (EDIT), project 48.

SECOND: Commissioner King

Motion PASSED UNANIMOUSLY

HIGHWAY EASMENT GRANT FOR BRIDGE 159

Mr. Steve Murphy, County Attorney, presented the temporary Highway Easement Grant for Bridge 159.

Bridge 159 Information is available through the Auditor's Office.

CONTRACTS OR AGREEMENTS FOR APPROVAL

Mr. Mitch Cassell, Director, presented two agreements for BI contracts.

MOTION: Commissioner King made a motion to accept both BI contracts.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

EQUIPMENT SCHEDULE NO. 10A

TO THE

EQUIPMENT LEASE AGREEMENT NO. 072497T1 ("Agreement")

BETWEEN

BI INCORPORATED as Lessor ("BI")

AND

DELAWARE COUNTY COMMUNITY CORRECTIONS ("Lessee")

1. **EQUIPMENT DESCRIPTION:** Variable quantity for a maximum number of fifty (50) HomeGuard 206 Units, as further described in the invoice provided upon shipment of said Equipment. The Equipment is subject to the applicable warranty sheet, which is attached hereto and incorporated herein.
2. **BILLING DATE:** The first day of the following calendar month after the date of shipping.
3. **FIRST PAYMENT DATE:** The last day of the calendar month in which the Billing Date occurs.
4. **LEASE PAYMENT DATES:** Monthly in arrears
5. **TERM:** Month-to-Month
6. **TOTAL MONTHLY PAYMENT:** \$2.65 per unit, per day (exclusive of any applicable taxes)
7. **INSTALLATION ADDRESS:** Delaware County Community Corrections
225 North High Street, Suite 1
Muncie, IN 47305
Attn: William Cassell
765-747-7826
8. **SPARES:** Agency is entitled to five (5) HG206 HomeGuard Digital Cell Units at no charge.
9. **TERMS & CONDITIONS:** The terms and conditions of the above-referenced Agreement are incorporated herein by reference.
10. **CHATTEL PAPER:** This original Equipment Schedule shall constitute one lease and together with a machine copy of the executed Agreement referenced herein, shall constitute "Chattel Paper" or other "Collateral" within the meaning of the Uniform Commercial Code in any jurisdiction.

THIS EQUIPMENT SCHEDULE SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE LESSEE AND AN AUTHORIZED REPRESENTATIVE OF LESSOR AT ITS PRINCIPAL PLACE OF BUSINESS. LESSEE REPRESENTS THAT IT HAS READ THIS EQUIPMENT SCHEDULE, HAS RECEIVED AND RETAINED A COPY OF THIS EQUIPMENT SCHEDULE, UNDERSTANDS THIS EQUIPMENT SCHEDULE, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LESSOR AND LESSEE AGREE THAT THIS EQUIPMENT SCHEDULE TOGETHER WITH THE EQUIPMENT LEASE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THAT THIS EQUIPMENT SCHEDULE SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, ALL PREVIOUS NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF.

EQUIPMENT SCHEDULE NO. 9A-1

TO THE

EQUIPMENT LEASE AGREEMENT NO. 072497T1 ("Agreement")

BETWEEN

BI INCORPORATED as Lessor ("BI")

AND

DELAWARE COUNTY COMMUNITY CORRECTIONS ("Lessee")

1. **EQUIPMENT DESCRIPTION:** Variable quantity for a maximum number of thirty (30) ExacuTrack One Units and Beacons, as further described in the Invoice provided upon shipment of said Equipment. The Equipment is subject to the applicable warranty sheet, which is attached hereto and incorporated herein.
2. **BILLING DATE:** The first day of the following calendar month after the date of shipping.
3. **FIRST PAYMENT DATE:** The last day of the calendar month in which the Billing Date occurs.
4. **LEASE PAYMENT DATES:** Monthly in arrears
5. **TERM:** Month-to-Month
6. **TOTAL MONTHLY PAYMENT:** \$3.85 per unit, per day (exclusive of any applicable taxes)
7. **INSTALLATION ADDRESS:** Delaware County Community Corrections
225 North High Street, Suite 1
Muncie, IN 47305
Attn: William Cassell
765-747-7825
8. **Spare:** Agency is entitled to five (5) ExacuTrack One Units at no charge.
9. **TERMS & CONDITIONS:** The terms and conditions of the above-referenced Agreement are incorporated herein by reference.
10. **CHATTEL PAPER:** This original Equipment Schedule shall constitute one lease and together with a machine copy of the executed Agreement referenced herein, shall constitute "Chattel Paper" or other "Collateral" within the meaning of the Uniform Commercial Code in any jurisdiction.

THIS EQUIPMENT SCHEDULE SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE LESSEE AND AN AUTHORIZED REPRESENTATIVE OF LESSOR AT ITS PRINCIPAL PLACE OF BUSINESS. LESSEE REPRESENTS THAT IT HAS READ THIS EQUIPMENT SCHEDULE, HAS RECEIVED AND RETAINED A COPY OF THIS EQUIPMENT SCHEDULE, UNDERSTANDS THIS EQUIPMENT SCHEDULE, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LESSOR AND LESSEE AGREE THAT THIS EQUIPMENT SCHEDULE TOGETHER WITH THE EQUIPMENT LEASE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THAT THIS EQUIPMENT SCHEDULE SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, ALL PREVIOUS NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF.

GENERAL SERVICES AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND TRIAD ASSOCIATES
Ms. Angie Moyer, Project Manager, presented the Triad Associates renewal agreement. See below.
MOTION: Commissioner Henry made a motion to approve Triad Associates agreement.
SECOND: Commissioner King
Motion PASSED UNANIMOUSLY

ORIGINAL

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

THIS AGREEMENT, made and entered into the 21st day of December, 2015, 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 1. 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:
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.

The following hourly costs shall be used in determining the CONSULTANT'S compensation:

Project Engineer, P.E.	\$155.00
Design Engineer	\$105.00
Cad Technician	\$ 85.00
Inspectors	\$ 90.00
Clerical	\$ 55.00

The total compensation shall not exceed \$7,500.00 unless approved in writing by the COUNTY.

- 3.2** The CONSULTANT shall be reimbursed for travel expenses at the rate of .40 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, 2016.

DELAWARE County, Indiana
General Services Agreement
Page 3

IN TESTIMONY WHEREOF, the CONSULTANT has hereunto set his hand this _____ day of _____, 2015.

James W. Frazell, President
Triad Associates, Inc.

IN TESTIMONY WHEREOF, the COUNTY does hereby accept the foregoing Agreement and has herewith set its hand this _____ day of _____, 2015.

DELAWARE COUNTY BOARD OF COMMISSIONERS

Sherry Riffin, President

Shannon Henry, Vice-President

James King, Member

ATTEST:

Steven G. Craycraft
Delaware County Auditor

HWC ENGINEERING – MEMORANDUM OF AGREEMENT

Ms. Moyer presented the HWC Engineering annual Memorandum of agreement.

MOTION: Commissioner Henry made a motion to approve the annual HWC Engineering agreement.

SECOND: Commissioner King

Motion **PASSED UNANIMOUSLY**

HWC ENGINEERING
 151 North Delaware Street, Suite 800
 Indianapolis, IN 46204
 (317) 347-3663
 Fax (317) 347-3664

MEMORANDUM OF AGREEMENT FOR ENGINEERING SERVICES

Client: Delaware County Commissioners, Delaware County, Indiana
 Client Address: 100 W. Main Street
 Muncie, Indiana 47305
 Project Name: Engineering Retainer 2016
 Project Number: 2015-220

Services to be provided: Services to be provided are described in the attached Scope of Services
 included herein as Exhibit A

Schedule: Start Date- January 1, 2016 through December 31, 2016

Fees: Hourly services plus reimbursable expenses as detailed in Exhibit B

Invoicing/Payments: Billing is monthly unless otherwise noted. Payments are due within 30 days of invoice receipt. The rates identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the client. The terms and conditions under which we are providing these services are set forth on pages 2 and 3, and are incorporated herein by reference. Additional services requested or unusual problems or difficulties may necessitate a higher fee.

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in space provided below.

HWC ENGINEERING, INC.

Date: 11-30-15

By:

Edward F. Jolliffe
 Edward F. Jolliffe, President

CLIENT:

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services for the above described project and that the terms and conditions stated are understood and herewith agreed to and accepted. HWC Engineering, Inc. is hereby authorized to proceed with the services outlined herein.

Delaware County

Date: 12/21/15

By:

Sherry K. Riggin
 Sherry K. Riggin, President

Date: 12/21/15

By:

Sharon Henry
 Sharon Henry, Vice President

Date: 12/21/15

By:

James D. King
 James D. King, Member

ATTEST:

Steven G. Craycraft
 Steven G. Craycraft, Auditor



HWC
ENGINEERING

Confidence in the built environment.

151 N. Delaware, Suite 800
Indianapolis, Indiana 46204

www.hwcengineering.com

Exhibit B

HWC Engineering 2016 Hourly Billing Rates

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$201.00
Senior Project Manager	\$198.00
Project Manager	\$155.00
Project Engineer	\$120.00
Landscape Architect	\$115.00
Designer/Technician	\$100.00
Draftsman	\$90.00
Clerical Support	\$72.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$102.00
Construction Inspector II	\$92.00
Survey Lead	\$120.00
Survey Crew Leader	\$98.00
Survey Crew Member I	\$80.00
Survey Crew Member II	\$57.00
Intern	\$55.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

DEPARTMENT HEADS AND ELECTED OFFICIALS
NONE

MONTHLY/WEEKLY REPORTS

Weights and Measurers

PAYMENTS OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$3,875,886.48.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

QUESTIONS, COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

Mr. Scott Alexander, current Council member updated the Commissioners regarding the Ameresco project.

Ameresco will do a walk through with Council members and Commissioners at the start of 2016.

Ameresco will continue to work on a solution regarding the Auditor's backroom. This has been a continuous problem for years with the back room being very hot.

ENDING OF 2015

The Commissioners wished all a Merry Christmas and Happy New Years.

Ms. Denise Smith, employee of Delaware County, complimented the Commissioners and Human Resource Department for having an employee Thanksgiving and Christmas pitch-in and for fun activities throughout the year.

RECESS

Inaudible

Ms. Sherry Riffin, President to Commissioners

Mr. Shannon Henry, Vice President of Commissioners

Mr. James King, member of Commissioners

Mr. Steven G Craycraft, Auditor

December 21, 2015