

DELAWARE COUNTY COMMISSIONER'S MEETING
TUESDAY, FEBRUARY 19, 2019 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN STREET
MUNCIE, IN 47305
CALL TO ORDER
MOMENT OF SILENCE FOR ILLINOIS SHOOTING VICTIMS
PLEDGE TO FLAG

ORIGINAL

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, Attorney
Mr. Steve Craycraft, Auditor

TABLED BUSINESS

MOTION: Commissioner King made a motion to remove Healthier Indiana from the table.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

President Riggan will send a letter to Alliance for a Healthier Indiana, due to pending research.

DELAWARE COMMUNITY CORRECTIONS ADVISORY BOARD

Mr. John Brooke, Delaware County Attorney, said Mr. Benjamin Gibbs is interested in serving as Educational Administrator for Delaware County Community Corrections Advisory Board.

MOTION: Commissioner Henry made a motion to appoint Mr. Benjamin Gibbs as the appointment for Community Corrections Advisory Board, TERM: 01/01/2019-12/31/2023.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner King, President Riggan

I 69- STEERING COMMITTEE

MOTION: Commissioner King made a motion to appoint Ms. Marta Moody to the I-69 Steering Committee. This appointment is a temporary body that will be in place for the I-69 study project.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

EAST CENTRAL INDIANA SMALL BUSINESS DEVELOPMENT CENTER

MOTION: Commissioner King made a motion to remove East Central Indiana Small Business Development Center from the table.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

MOTION: Commissioner Henry made a motion to approve the request of \$10,000 for East Central Indiana Small Business Development.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

SHERIFF'S SALARY CONTRACT

MOTION: Commissioner Henry made a motion to remove Resolution 2019-002, A Resolution Approving a Fixed Amount of Compensation Contract with the Sheriff of Delaware County from the table.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve February 4, 2019 minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

CONTRACTS OR AGREEMENTS FOR APPROVAL

Mr. Jason Rogers, Emergency Management Director, presented three grants.

- EMERGENCY MANAGEMENT PERFORMANCE GRANT- 50% Salary reimbursement
- HAZARDOUS MATERIALS & EMERGENCY PREPAREDNESS GRANT \$8,000, with \$1,600 match
- INDIANA HOMELAND SECURITY FOUNDATION GRANT \$2,758.84

Mr. Brooke will provide ordinances for three (3) grants during the March 4, 2019 Commissioners meeting.

MOTION: Commissioner Henry made a motion to approve all three (3) grants.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

Exhibit B

ORIGINAL

DELAWARE COUNTY
REQUEST FOR GRANT APPLICATION

(This form must be completed and approved by the County Commissioners prior to applying for any grant.)

COUNTY DEPARTMENT: EMERGENCY MANAGEMENT
COUNTY DEPARTMENT HEAD: SASON ROBERTS
GRANT TITLE: LORETTA HONOLULU SECURITY FOUNDATION GRANT
GRANT AGENCY: LORETTA HONOLULU SECURITY
AGENCY CONTACT PHONE #: 724-473-2618
AGENCY CONTACT NAME: 317-234-8776

Check all that apply:

FEDERAL GRANT: CFDA #: _____
 Pass-Through
 Direct

STATE GRANT:
 Pass-Through
 Direct

LOCAL GRANT:
 Pass-Through
 Direct

GRANT TYPE:

REIMBURSABLE (County spends and is reimbursed—requires a budget)
 PASS THROUGH (County receives funds which are passed on to another entity)
 ADVANCE (County receives funds in advance—requires a budget)

GRANT PERIOD DATES:

STARTING: 2/1/18
ENDING: 6/30/19
GRANT YEAR (e.g., 2019, FY2020, etc.): 2018

AMOUNT REQUESTED: \$2,158.84

COUNTY MATCH?
 YES AMOUNT OF MATCH: _____
 NO

Rev. 11/17/2018

Exhibit B

ORIGINAL

**DELAWARE COUNTY
REQUEST FOR GRANT APPLICATION**

(This form must be completed and approved by the County Commissioners prior to applying for any grant.)

COUNTY DEPARTMENT: DEL. CO. EMERGENCY MANAGEMENT
COUNTY DEPARTMENT HEAD: ASST. MGR. ROBERTS
GRANT TITLE: 2019 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS
GRANT AGENCY: DEMS
AGENCY CONTACT PHONE #: 317-234-8996
AGENCY CONTACT NAME: STEVEN COERBEY

Check all that apply:

FEDERAL GRANT: CFDA #: _____
 Pass-Through
 Direct

STATE GRANT:
 Pass-Through
 Direct

LOCAL GRANT:
 Pass-Through
 Direct

GRANT TYPE:

REIMBURSABLE (County spends and is reimbursed—requires a budget)
 PASS THROUGH (County receives funds which are passed on to another entity)
 ADVANCE (County receives funds in advance—requires a budget)

GRANT PERIOD DATES:

STARTING: 10/1/18
ENDING: 9/30/19
GRANT YEAR (e.g., 2019, FY2020, etc.): 2019

AMOUNT REQUESTED: \$ 8,000.

COUNTY MATCH?
 YES AMOUNT OF MATCH: \$ 1,600
 NO

Rev. 11/17/2018

Exhibit B

DELAWARE COUNTY
REQUEST FOR GRANT APPLICATION

ORIGINAL

(This form must be completed and approved by the County Commissioners prior to applying for any grant.)

COUNTY DEPARTMENT: EMERGENCY MANAGEMENT
COUNTY DEPARTMENT HEAD: JASON ROBERTS
GRANT TITLE: 2018 EMERGENCY MANAGEMENT PROFESSIONAL SPANT
GRANT AGENCY: IND. DEPT. OF NEWELAND SECURITY
AGENCY CONTACT PHONE # 317-334-5776
AGENCY CONTACT NAME: JOCELYN OVERBY

Check all that apply:

FEDERAL GRANT: CFDA #: _____
 Pass-Through
 Direct

STATE GRANT:
 Pass-Through
 Direct

LOCAL GRANT:
 Pass-Through
 Direct

GRANT TYPE:

REIMBURSABLE (County spends and is reimbursed—requires a budget)
 PASS THROUGH (County receives funds which are passed on to another entity)
 ADVANCE (County receives funds in advance—requires a budget)

GRANT PERIOD DATES:

STARTING: 10/1/17
ENDING: 9/30/19
GRANT YEAR (e.g., 2019, FY2020, etc.): 2018

AMOUNT REQUESTED: NONE / 50% SALARY REIMBURSEMENT

COUNTY MATCH?

YES AMOUNT OF MATCH: _____
 NO

Rev. 11/17/2018

EMS WRITE OFF RECAP SHEETS

January 1, 2017 to December 30, 2017-\$5,259,529.82

January 1, 2018 to December 31, 2018-\$5,350,094.68

MOTION: Commissioner Henry made a motion to write off two amounts of recaps presented by Mr. Rogers.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

FORD AUTOWORLD INC. PURCHASE AGREEMENT – DCCC

Ms. Jane Meranda, DCCC Director, presented a government lease program with Ford Autoworld Inc.

MOTION: Commissioner King made a motion to approve the lease agreement with Ford Autoworld.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner King, President Riggan

Purchase Agreement

Brian Lawton

**Ford Autoworld, Inc.
2903 S. Scatterfield Rd.
Anderson, IN 46013**

Commissioner King

Buyer	Co-Buyer	Vehicle
Delaware County Commissioners Elizabeth Batt 100 W Main St. Muncie, IN 47305 D: (765) 747-7730 EBLATT@CO.DELAWARE.IN.US		2019 Ford Transit-350 XL VIN: Stock #: ORDER 1 Mileage: Color:

Purchase Details	
Retail Price:	\$42,805.00
Sales Price:	\$28,092.00
Savings:	\$14,713.00
Accessories*:	\$937.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$0.00
Total Taxes:	\$0.00
Total Sales Price:	\$29,029.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$29,029.00

x *Shirley Riggan Pres*
Customer Signature
Date 2/19/18

x *B Lawton*
Manager Signature
Date 2/7/19

* Accessories: 4 CORNER STROBE KIT PLUS OVERHEAD LIGHT BAR: \$937.00

Disclaimer:
Subject to credit approval

Printed 2/7/19 2:21 PM

Mr. Meranda stated she would like to sell two vehicles from their fleet. The Prairie Creek Reservoir and an employee is interested.

President Riggin asked that the two vehicles be sold through GovDeals.com.

OPEN DELAWARE COUNTY HIGHWAY DEPARTMENT ANNUAL MATERIAL BIDS

Mr. Brooke opened bids from E & B PAVING, Milstone, Agbest LLC, Asphalt Material and IMI.

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

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

2019 - HIGHWAY DEPARTMENT ANNUAL BIDS	
ITEM #2- CRUSHED STONE OR SAND	
BIDDERS: IRVING MATERIALS, INC. (IMI)	
IMI CRUSHED STONE OR SAND, - F.O.B. MUNCIE	
DESCRIPTION	PLANT - PER TON
#1 STONE	\$10.85
#2 STONE	\$10.85
#3 STONE	\$10.85
#73 STONE	\$11.05
#10F STONE	\$12.05
#4 STONE	\$11.15
#5 STONE	\$11.35
#8 STONE	\$11.35
#9 STONE	\$8.85
#11 STONE	\$14.50
#12 STONE	\$29.50
UNIFORM RIP RAP	\$7.70
CLASS 1 & 2 RIP RAP	\$8.55
REVTMENT RIP RAP	\$10.15
FILL SAND	
#23/24 SAND	
PEA GRAVEL/#12 GRAVEL	

*NOTE: BID BOND SUBMITTED

AGREEMENT BETWEEN OWNER AND CONTRACTOR-BRIDGE #63 REPAIRS
Ms. Angie Moyer, Project Manager, recommended Hoosier Pride with alternate 1 for \$74,878 (lowest bidder).
MOTION: Commissioner King made a motion to approve Hoosier Pride with alternate 1 for \$74,878.
SECOND: Commissioner Henry
YEAS: Commissioner Henry, Commissioner King, President Riggins

ORIGINAL

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 19 day of Feb, 2019, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Hoosier Pride Excavating, Inc. ("Contractor"), for the project known as Repair of Delaware County Bridge #63 - C.R. 850 West over Killbuck Creek (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 lessors 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.

however, such assignment is effective only after termination of this Agreement by Owner and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

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:
 - (a) employed or retained any company or person, to solicit or secure this Agreement;
 - (b) entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

E. WARRANTY. Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements.

6. **ENTIRE AGREEMENT.** The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

IN WITNESS WHEREOF, the Contractor does hereby accept the foregoing agreement and has hereunder set his hand this 6th day of Feb, 2019.

Contractor: Wassier Pile Excavating Inc.
(Business Name)

By: [Signature]
(Signature)

Ronald J. Brown
(Printed)

Resident
(Title)

STATE OF INDIANA

) SS:

COUNTY OF HENRY

Before me, the undersigned notary public, on this 6th day of FEB, 2019, Ronald J. Brown personally appeared as Contractor and being duly sworn, acknowledged the execution of the above Agreement.



[Signature]
(Notary Public - Signature)

DAVID L MARTIN
(Notary Public - Printed)

SEAL

My Commission Expires: 1-25-2025

Residing in MARION County, Indiana.

The nine page documented can be found in the Auditors office.

President Riggan asked Mr. Brooke about "postings" on wooden bridges.

Ms. Moyer said per federal highway, they are required to post anything under 16 ton, which is followed. Ms. Moyer can change post, per recommendation of the Commissioners.

A RESOLUTION APPROVING A FIXED AMOUNT OF COMPENSATION CONTRACT WITH THE
SHERIFF OF DELAWARE COUNTY, IN
RESOLUTION 2019-002

Mr. Brooke said under statute the Commissioners and Council would both need to approve the Sheriffs contract. Council should consider it at the February 26, 2019 Council meeting.

MOTION: Commissioner King made a motion to accept Sheriffs contract and Resolution 2019-002, Approving a Fixed Amount of Compensation Contract with the Sheriff of Delaware County, Indiana.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

Mr. Brooke will pass this onto Council attorney.

BOARD OF COMMISSIONERS OF DELAWARE COUNTY

RESOLUTION NO. 2019 - 002

ORIGINAL

A RESOLUTION APPROVING A FIXED AMOUNT
OF COMPENSATION CONTRACT WITH THE
SHERIFF OF DELAWARE COUNTY, INDIANA

WHEREAS, Indiana Code ("IC") 6-8.1-8-3(c)(3) provides that a Sheriff is entitled to keep a collection fee equal to ten percent (10%) of monies collected through certain tax warrant levy proceedings; and

WHEREAS, Delaware County ("County") pursuant to IC Section 36-2-13-2.8(c)(5), must pay Sheriff a minimum salary equal to ninety percent (90%) of the annual minimum salary that is paid by the state to a full-time prosecuting attorney in the County; and

WHEREAS, the Delaware County Council ("Council") and the Delaware County Board of Commissioners ("Commissioners"), in consideration of Sheriff's assignment of such monies that he would be entitled to keep as his fee on the levy of tax warrants to the Delaware County General Fund, are willing, pursuant to IC 36-2-13-2.5, to approve a fixed amount of compensation to be paid Sheriff in place of such fee compensation; and

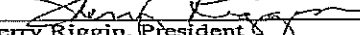
WHEREAS, the parties have agreed to such a contract in the form attached hereto, marked "Exhibit A" and made a part of this Resolution;


WHEREAS, the year 2019 is the first year in office for the Delaware County Sheriff and pursuant to IC 36-2-5-13(b) the compensation of the Sheriff should be changed as per the contract.


NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Indiana, that that certain Sheriff's Salary Contract for the Sheriff of Delaware County, Indiana, establishing a fixed amount of compensation for the calendar year 2019 through 2022 (a true copy thereof being attached hereto, marked "Exhibit A" and made a part of this Resolution) is hereby APPROVED.

DULY ADOPTED this 17 day of February, 2019.

BOARD OF COMMISSIONERS OF
DELAWARE COUNTY, INDIANA

By: 
Sherry Riffin, President


Shannon Henry, Vice President


James King, Member

ATTEST:


Steven G. Craycraft,
Delaware County Auditor

ORDINANCES FOR SECOND READING
BEING AN ORDINANCE TO AMEND THE TEXT OF THE DELAWARE COUNTY COMPREHENSIVE
ZONING ORDINANCE REGARDING FEES AND FILINGS
ORDINANCE 2019-007

Ms. Marta Moody, Executive Director of Plan Commission, presented an amendment that was considered at Plan Commission with favorable recommendation to remove language about publication. Plan Commission will be paying for publication instead of applicant. Raising fee schedule will be accommodating the original cost of publication.

MOTION: Commissioner King made a motion to adopt Ordinance 2019-007, Being an Ordinance to Amend the Text of the Delaware County Comprehensive Zoning Ordinance Regarding Fees and Filings.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

Ordinance can be viewed at www.co.delaware.in.us

DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Jim Flook, IT Director, presented a county password policy for consideration to be added to the handbook. This is just another way to protect Delaware County.

MOTION: Commissioner Henry made a motion to approve the new policy regarding password protection.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

July 5, 2018
Revised February 5, 2019

Delaware County Password Policy

ORIGINAL

Overview

This policy is intended to establish guidelines for effectively creating, maintaining, and protecting passwords in Delaware County Government.

Scope

This policy shall apply to all employees, contractors, and affiliates of Delaware County, and shall govern acceptable password use on all systems that connect to Delaware County network or access or store Delaware County data.

Policy

Password Creation

1. All user passwords must be at least [8] characters in length. Longer passwords and passphrases are strongly encouraged. The password or phrase structure will be a minimum of 8-32 characters. The password should consist of 3 of the 4 types of characters. Uppercase letter (A-Z), lower case letter (a-z), a number (0-9), and special characters (!, \$, #, %).
2. Passwords must be completely unique, and not used for any other system, application, or personal account.
3. After 5 unsuccessful attempts the user will be locked out and unable to login. The user account will be locked out for 5 minutes then the user can try again.

Password Aging

1. User passwords will be requested to be changed every 90 days. Previously used passwords may not be reused for 10 times.
2. There will be a notification set out starting 14 days prior to the expiration of your password to remind you to change your password. It would be a good practice to change your password before the expiration day to keep your access to your computer and if you get your email on your smart phone uninterrupted.

Password Protection

1. Passwords must not be shared with anyone (including coworkers and supervisors), and must not be revealed or sent electronically.
2. Passwords shall not be written down or physically stored anywhere in the office.
3. When configuring password "hints," do not hint at the format of your password (e.g., "zip + middle name")
4. User IDs and passwords must not be scripted to enable automatic login.
5. "Remember Password" feature on websites and applications should not be used.

Enforcement

It is the responsibility of the end user to ensure enforcement with the policies above.

If you believe your password may have been compromised, please immediately report the incident to the IT Department and change the password.

*If you get your email on your smart phone then you will have to change the password on it also.

PAYMENTS OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$1,253,941.63.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

QUESTIONS, PUBLIC COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

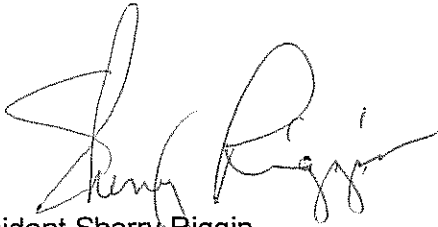
No comments

RECESS

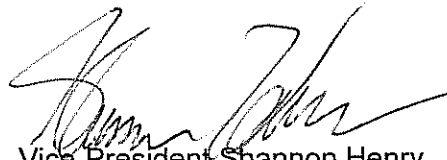
MOTION: Commissioner King made a motion to recess until March 4, 2019.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin



President Sherry Riggin



Vice-President Shannon Henry

Member, James King



Auditor, Steven G Craycraft