

DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, DECEMBER 3, 2018 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN STREET.
MUNCIE, IN 47305
CALL TO ORDER
PLEDGE TO FLAG

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggin
Mr. John Brooke, Attorney
Ms. Donna Patterson, Auditor's Office

TABLED BUSINESS

SRI - COMMISSIONER'S DEED SERVICES ADDENDUM

Commissioner Riggin said due to the cost of the Deed Sale, properties should be removed from the list after they are reviewed.

Ms. Janet Kesler, Tax Sale Clerk, said the 570 properties cannot be taken off of the list now. She reviewed the list previously and properties were removed as she reviewed. Title search is \$175 and notifications are \$100, per parcel.

Mr. Nate Jones, Veterans Affairs, said it will take some time for him to collaborate with everyone about the properties, but he is working on it. Jones said private investors are interested.

Commissioner Riggin said when she had approved the list she didn't know it would be that many properties.

MOTION: Commissioner Henry made a motion to remove SRI - Commissioner's Deed Services Addendum from the table.

SECOND: Commissioner Riggin

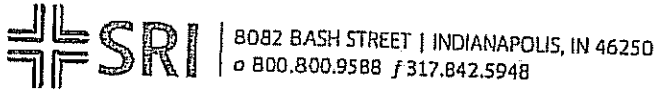
YEAS: Commissioner Riggin, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to approve the SRI - Commissioner's Deed Services Addendum.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, President King

NAYES: Commissioner Riggin



V. Ownership

All software or other intellectual property developed by or for SRI or purchased by SRI and all computer equipment and accessories utilized to perform the services required of SRI under this Addendum shall remain the property of SRI and are not subject to use or dissemination by the County.

This Addendum is effective December 30, 2018.

ACCEPTED:

SRI, Incorporated

By: [Signature]

Printed: James B. Hughes

Its: President

Date: 12-4-18

Delaware County, Indiana
by and through its BOARD OF
COMMISSIONERS

By: [Signature]

Printed: James King

Its: Commissioner

Date: _____

By: [Signature]

Printed: SHARON HEWITT

Its: Commissioner

Date: 12/03/18

By: _____

Printed: _____

No - Riggins

APPROVAL OF MINUTES

Commissioner Riggin said she did not remember reviewing/proofing November 26, 2018.

MOTION: Commissioner Henry made a motion to approve minutes for November 19 and November 26 Public Hearing/Special Meeting 2018.

SECOND: Commissioner King

YEAS: Commissioner Henry, President King

NAYES: Commissioner Riggin

PRESENTATIONS TO COMMISSIONERS

Mr. Mike Stikeleather, Carrington Woods LLC, presented the paving completion of various streets located in Carrington Woods. Proper service code and inspection were approved.

MOTION: Commissioner Henry made a motion to approve Carrington Woods LLC request.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

Mr. John Brooke, Commissioners attorney, said he reviewed and approved the one year \$20,682 bond.

MAINTENANCE BOND

Bond No. 30055410

KNOW ALL PERSONS BY THESE PRESENTS, That we E & B Paving, Inc.
_____ of
4308 E. CR 350 N, Muncie, IN 47303, hereinafter
referred to as the Principal, and Continental Casualty Company
as Surety, are held and firmly bound unto Delaware County Board of Commissioners
of 100 W. Main Street, County Building, Muncie, IN 47305, hereinafter
referred to as the Oblige, in the sum of Twenty Thousand Six Hundred Seventy Six Dollars and 00/100
Dollars (\$ 20,676.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Delaware County Board of Commissioners
_____ dated
_____, for Carrington Woods Sec. C - Asphalt Paving
_____.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
Three (3) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

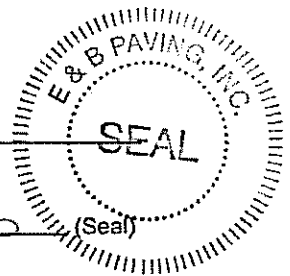
WHEREAS, the said contract has been completed, and was approved on _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
become apparent during the period of Three (3) year(s) from and after _____
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of November, 2018.

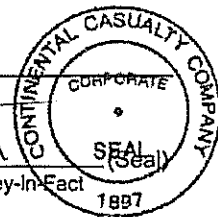
E & B Paving, Inc.
(Principal)

By [Signature] (Seal)



Continental Casualty Company
(Surety)

By [Signature]
Eric M. Wahlstrom, Attorney-In-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Eric M. Wahlstrom , Individually

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30055410
Principal: E & B Paving, Inc.
Obligee: Delaware County Board of Commissioners

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Signature of Paul T. Bruflat, Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

Signature of J. Mohr, Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9th day of November, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Signature of D. Johnson, Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

YORKTOWN MEADOWS-FLOOD RETENTION POND

Mr. Stikeleather presented Yorktown Meadows-Flood Retention Pond. The pond acts as a flood release device and was donated to Delaware County in November 2015. An emergency siren is located on the property. Pam, Ltd was obligated (see agreement) during the two year agreement, all obligations ended November 2017.

MOTION: Commissioner Henry made a motion to approve Yorktown Meadows-Flood Retention Pond.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

Mr. Brooke said the November 2015 agreement was approved by the Drainage Board to accept lot 1, which is the drainage pond. From this point forward, Delaware County is responsible for the drainage pond, lot 1 located on Benton Road.

AGREEMENT TO DONATE REAL ESTATE

ORIGINAL

WHEREAS PAM, Ltd. ("Donor") is willing to donate to Delaware County ("Donee"), certain Real Estate, described as
Outlet Numbered One (1) in Yorktown Meadows, Section One, a subdivision in Mt. Pleasant Township, Delaware County, Indiana, the plot of which is recorded in Plat Book 15, pages 36-37 of the records of plats of Delaware County, Indiana and having a tax parcel number of 101220105-1000, located in Delaware County, Indiana ("the Real Estate"), and

WHEREAS, the Real Estate contains a retention pond which has essentially no value but does impact the drainage system of Delaware County, Indiana; and

WHEREAS, the Drainage Board of Delaware County has recommended that the Delaware County Commissioners take title to the property provided that there is no up-front expense to Donee; and

WHEREAS, Donor agrees to pay all recording costs, deed preparation fees and title search fees incurred in conveying the Real Estate to Donee; and

WHEREAS, Donor agrees to pay one-half (1/2) of all catastrophic maintenance costs incurred by Donee with respect to the Real Estate within two (2) years of the execution of this Agreement; and

WHEREAS, Donor agrees to deed the Real Estate to Donee on or before January 22, 2016; and

WHEREAS, Donee agrees to accept title to the Real Estate.

THEREFORE, IN CONSIDERATION of the terms and conditions set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Pam, Ltd and Delaware County, Indiana do here by agree as follows:

- 1. The above recitals and consideration provision, including, but not limited to, any defined terms therein, are hereby incorporated into and made an integral part of this agreement.

November 2, 2015

2. For the purposes of this agreement, the term "Catastrophic" shall be defined as a happening or event which is unintended, unintentional in fact, unforeseen, unexpected, or cannot otherwise be reasonably anticipated which

- (1) occurs within the boundaries of the Real Estate, and
- (2) within the boundaries of the Real Estate
 - (a) damages either or both of the inflow pipes to the retention pond on the Real Estate such that storm water is fully prevented from flowing into the said retention pond;
 - (b) damages the outflow pipe, catch basin, and manhole or storm water exit pipe extending out of the catch basin such that water from the retention pond is fully prevented from exiting the said retention pond and flowing beyond the boundaries of the Real Estate downstream along the Empire 162 legal drain; and
 - (c) damages the retention pond such that it cannot hold storm water received from the either or both of the inflow pipes and allow the received water to exit the retention pond.

3. PAM, Ltd. shall transfer to Delaware County, Indiana the Real Estate as a donation on or before January 23, 2016 (hereinafter referred to as "Conveyance").

4. PAM, Ltd. shall be responsible to pay all recording costs, deed preparation and title search fees associated with this Conveyance.

5. PAM, Ltd. shall also be responsible for one half (1/2) of any Catastrophic maintenance cost incurred by Delaware County, Indiana with respect to the Real Estate within two (2) years of the date of execution of this Agreement.

6. Upon Conveyance, Delaware County, Indiana agrees to immediately take full and complete title to the Real Estate.

In Witness Whereof, PAM, Ltd. and Delaware County, Indiana do hereby AGREE and execute this agreement as of the 2nd day of November, 2015 by:


Pam, Ltd.
 By: Pam, Inc. Managing General Partner of Pam, Ltd.
 By: Michael H. Sulzberger
 Michael H. Sulzberger
 Vice President of Pam, Inc.

Delaware County, Indiana
 By: Sherry Riggins
 Sherry Riggins, President
 Delaware County Commissioners

November 2, 2015

By: 
Shannon Henry, Vice President
Delaware County Commissioners

By: 
James King, Member
Delaware County Commissioners

ATTEST: 
Steven G. Casper, Auditor
Delaware County, Indiana

November 2, 2015


**CONTRACTS OR AGREEMENTS FOR APPROVAL
BOYS & GIRLS CLUB – EDIT GRANT FUNDS REQUEST**

Ma. Qiana Clemens, Chief Operating Officer, said the request is to cover short falls for community children in need.

MOTION: Commissioner Henry made a motion to approve EDIT Grant Funds for Boys & Girls Club in the amount of \$10,000.

SECOND: Commissioner Riggin


YEAS: Commissioner Riggin, Commissioner Henry, President King



Our Mission


To help young people reach their full potential by providing safe, fun, and caring environments where they can learn, grow, and thrive.

2017 IMPACT REPORT



The Club Experience


Boys & Girls Clubs fill the gap between school and home. We provide welcoming, positive environments in which kids and teens have fun, participate in life-changing programs, and build supportive relationships with peers and caring adults.




The Need in Our State

Every day, 2 to 7 million children leave school with nowhere to go. They are hungry, unshowered, unorganized, and alone.


Our Reach



22
Adult Staff



4
Boys & Girls Clubs Sites in the Municipality



210
Volunteers

3,715
Youth Served

1,009
Registered Members

2,706
Youth Served Through Community Outreach

Member Demographics


67%
Ages 12 and Younger

33%
Teens

67%
Minority Races or Ethnicities

85%
Qualify for Free or Reduced-Priced School Lunch

41%
Live in Single-Parent Households



BOYS & GIRLS CLUB

“Everyone here accepts me, & cares about me, for who I really am.”

”

Kamreln Jackson
Youth of the Year

I love coming to the Club. The Club has become my second home since I started coming in the fourth grade. I would not be the man I am today if I didn't come here.

Coming to the Club has taught me how to be healthy, how to keep my grades up, & that having a positive attitude is important. At the Club, I learned that to do my best, I need to be able to keep my cool. I learned that I can't control what the world sees, but that I can control what I become.

I love coming to the Club because I know that there are always people there who care about me, & want me to do my best. At the Club, they set standards, & help me live up to them. This is a place where I can be myself. I don't have to act a certain way or be someone I'm not. Everyone here accepts me, & cares about me, for who I really am.

Demonstrating Our Positive Impact



ACADEMIC SUCCESS

The Need

37% of young people in Muncie did not graduate from high school on time.

What We Do

Power Hour
STREAM
Diploma-2 Course Program
60% of our members increased their reading and math scores to meet the state college entry requirements for a 2-year or 4-year college.

Our Impact

Among our members, 80% of our members have earned at least one college credit. 13% of our members have earned at least one college credit and are attending college.

The Need

34% of high school youth in Muncie were involved in a physical fight in the past year.

What We Do

Start SMART
SMART Kids
Awarded 2014 National SMART Club
Our clubs are a safe place for our members to be themselves, and explore the opportunities around them.

Our Impact

34% of our members will graduate in their community college. 60% of our members will be able to pay for college. 20% of our members will be able to pay for college.



GOOD CHARACTER AND CITIZENSHIP



HEALTHY LIFESTYLES

The Need

32% of young people ages 6-18 in Muncie are overweight or obese.

What We Do

Trips Play
Healthy Snacks
Weight Room
Our members engage in physical and relaxation exercises daily. They learn how to have a healthy lifestyle.

Our Impact

50% of our members are 5' or under and weigh 120 lbs or less. 20% of our members are 5' or under and weigh 120 lbs or less.

How You Can Help

With your generous support, Boys & Girls Clubs of Muncie will create opportunities to help more kids and teens achieve great futures. To make a donation or to learn about other ways you can help, contact Jason Newman, CEO, Boys & Girls Clubs of Muncie, 785.282.2461, <http://www.bgc-muncie.org/donate>

GREAT FUTURES START HERE



Boys & Girls Clubs of America

Boys & Girls Clubs of America
1000 North 14th Street
Muncie, IN 47302
785.282.2461

Boys & Girls Clubs of America
1000 North 14th Street
Muncie, IN 47302
785.282.2461

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AGREEMENT FOR INMATE MENTAL HEALTH SERVICES

Mr. Brooke said the agreement was forwarded to Mr. Tony Skinner, Sheriff Elect, of Delaware County for review.

MOTION: Commissioner Henry made a motion table to table the agreement until Mr. Skinner could review the agreement for Inmate Mental Health Services.

SECOND: Commissioner King

YEAS: Commissioner Riggin, Commissioner Henry, President King

ORDINANCES FOR SECOND READING

**AN ORDINANCE TO AMEND ORDINANCE NO. 2017-027 ESTABLISHING PERMITS AND SERVICE FEES FOR THE DELAWARE COUNTY HEALTH DEPARTMENT
ORDINANCE NO. 2018-019**

MOTION: Commissioner Riggin made a motion to approve An Ordinance to Amend Ordinance No. 2017-027 Establishing Permits and Service Fees for the Delaware County Health Department.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

https://www.co.delaware.in.us/egov/documents/1543933448_12945.pdf

DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Brooke said the Commissioners received a letter November 30, 2018, from Mr. Dennis Tyler, Mayor of Muncie, terminating the 911 agreement. No reason was given of why the agreement is being terminated.



City of **MUNCIE**
MUNCIE, INDIANA

RECEIVED
NOV 30 2018
BY: *[Signature]*

November 30, 2018

Delaware County Commissioners
100 W Main St
Muncie IN 47305

RE: Termination of Interlocal Agreement

Dear Delaware County Commissioners,

Pursuant to paragraphs 2 and 15 of the Interlocal Agreement with the City and County dated December 31, 2011 concerning the joint emergency communications and dispatch center the City of Muncie is hereby expressing its desire to terminate the Interlocal Agreement. The contract permits either party to terminate the Interlocal Agreement with twelve (12) months prior notice.

Please consider this letter as the notification from the City of Muncie of termination of its participation in the Interlocal Agreement.

Sincerely yours,

Mayor, Dennis Tyler

300 N. High Street, Muncie, IN 47305

MONTHLY/WEEKLY REPORTS
Weights & Measures Monthly Report

Commissioners meeting December 3, 2018

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$1,789,568.91.

SECOND: Commissioner Henry

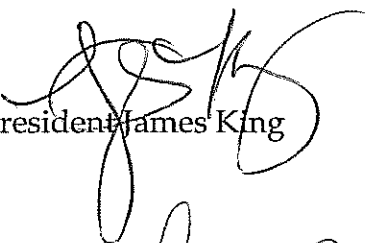
YEAS: Commissioner Riggin, Commissioner Henry, President King

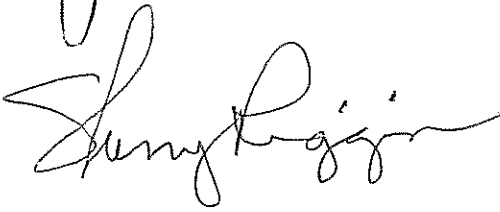
RECESS

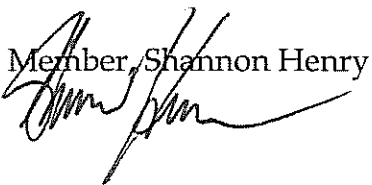
MOTION: Commissioner Henry made a motion to recess until December 17, 2018.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King


President James King


Vice-President Sherry Riggin

Member, Shannon Henry



Auditor, Steven G Craycraft
Commissioners meeting December 3, 2018