

ORIGINAL

MONDAY NOVEMBER 4, 2019 @ 9:02 A.M.
COMMISSIONER'S COURTROOM
COMMISSIONER MEETING
100 W. MAIN STREET
MUNCIE, IN 47305
PLEDGE TO FLAG

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, Attorney
Mr. Charlie Richmond, Deputy Auditor

TABLED BUSINESS
REQUEST OF CONVENTION AND TOURISM COMMISSION AS TO EMPLOYEES
COMPUTER MANGEMENT AND CONSULTANTS

MOTION: Commissioner King made a motion to keep Convention and Tourism and Computer Management Consultants on the table.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King

NAYES: President Riggan

APPROVAL OF MINUTES

MOTION: Commissioner Henry made a motion to approve October 21, 2019 Commissioner minutes.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

CONTRACTS OR AGREEMENTS FOR APPROVAL
ASHTON LAND SURVEYOR FOR WILEY POND SUBDIVISION

Ms. Kathy Vannice, Ashton Land Surveyor, presented information about Wiley Pond subdivision.

MOTION: Commissioner Henry made a motion to approve the presented information from Ashton Land Surveyor.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggan

LPA / CONSULTING CONTRACT – BR #125 – ANGIE MOYER
MS. ANGIE MOYER, PROJECT MANAGER

MOTION: Commissioner Henry made a motion to approve the LPA Consulting contract for Bridge #125. Contract will not be over \$40,000 with 80% reimbursement.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riffin

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of Nov 4, 2019 ("Effective Date") by and between Delaware County, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Lochmueller Group, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1700680

Project Description: Right-of-Way Services for the Nebo Road (CR 400W) over York Prairie Creek Bridge 125 Replacement

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment I and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be n/a. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$40,000.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

Full signed contract available in Auditor's office

BIS / CONTRACT FOR RENEWAL – EMILY ANDERSON

Ms. Emily Anderson, Court Administrator, presented the BIS contract. See below for terms of agreement.

MOTION: Commissioner King made a motion to approve BIS renewal contract.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin



ORIGINAL

October 31, 2019

Ms. Emily Anderson
Delaware County
100 West Washington Street
Muncie, IN 47305

RE: BIS Digital Technical Support Agreement Renewal

Annual Full Support Agreement	
Effective Date	12/29/2019
Account Number	DEL701
Contract Number	20-12-A-55470-M-50010488
Contract Amount	\$13,191.89

Ms. Anderson,

Attached is your Full Support Agreement and invoice.

To continue your technical support without disruption or unnecessary fees, please sign this electronic renewal form. Per our agreement, this invoice is due upon receipt.

Without a signed support agreement, you will be charged hourly for technical support in accordance with our on-demand technical support fees.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please feel free to contact me at 800-834-7674, ext.4523 or dianne.corzo@bisdigital.com.

Best regards,

Dianne Corzo

Dianne Corzo
Contracts Manager

BIS Digital, Inc. 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 P: 800.834.7674 F:877.585.5611



Full Support Agreement

Between:
BIS Digital, Inc.
 1350 NE 56th Street, Suite 300
 Fort Lauderdale, FL 33334-6142
 Phone: (800) 834-7674
 Fax: (877) 858-5611
 Email: support@bisdigital.com

And:
Delaware County
 100 West Washington Street
 Muncie, IN 47305
 Phone: (765) 747-7780
 Contract #: 20-12-A-55470-M-50010488

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. **TERMS AND CONDITIONS**

- A. The term of this agreement is for a period of twelve (12) months from the effective date. Upon expiration of the term, this agreement shall automatically renew for successive periods of twelve (12) months unless one party provides written notice to the other party of its intent to terminate this agreement in which case it shall terminate sixty (60) days from the date of the notice. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the user to 24 hours per day, 7 days per week telephone support and on-site support Monday- Friday (8am - 5pm ET) on covered items.
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the user's integrated system. Any changes or enhancements will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract shall be billed at BIS Digital published rates. Please note that BIS Digital has an archived copy of your initial configuration so at no time will you ever be billed for software configuration.
- F. BIS Digital agrees to provide customer with no less than ninety (90) days notice in the event of any price increases.

Initials:

SC
 BIS Digital Customer

BIS Digital, Inc. 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 P: 800.834.7674 F: 877.858.5611



- 2. **COVERAGES**
 - A. DCR Software (all BIS Digital supplied licenses) will receive annual upgrades as they become available. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
 - B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. CPU and Motherboards on computers over forty-eight (48) months old may no longer be available causing the computer to be obsolete. In this event, BIS Digital will provide a \$300 computer replacement credit.
 - C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.
 - D. Excluded Hardware (desktop and laptop computers, tablets, display monitors, projectors and headsets.) BIS Digital will handle repairs via manufacturer warranties, e.g., Dell, NEC, Toshiba, but will offer no extended warranties directly.
 - E. On-site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.
- 3. **CUSTOMER RESPONSIBILITY**
 - A. A proper backup of all data on a regular interval.
 - B. A user-appointed systems administrator to act as a liaison with the support department.
- 4. **CONFIDENTIALITY**
 - A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the user. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.
- 5. **PAYMENT**
 - A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
 - B. At BIS Digital's option, support coverage may be halted for non-payment of any invoice greater than sixty (60) days beyond the due date.
- 6. **LIABILITY**
 - A. In no event shall BIS Digital, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data or earnings due to equipment down time.
 - B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
 - C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Broward County, Florida.

Initials:


 BIS Digital Customer

BIS Digital, Inc. 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 P: 800.834.7674 F: 877.858.5611



This contract covers the following equipment

Purchased on Invoice#55470
Installed on 12/27/07

- * DCR 4ch Digital Recording Software for Tower w/ Software Assurance (5 Circuit)
- * CD/DVD Creation Software (4)
- * USB Digital Audio Mixer [s/n: 0703C4170, 0703C4174, 0703C4172 & 0703C4173]
- * Two Sided Digital Verification Device (4)
- * Pro49Q Gooseneck Microphone (16)
- * 8646QM Shock Mount Plate w/ XLR (4)
- * 8615rs Quickmount Mic Stand w/ mute (12)
- * BE/Pro44 Unidirectional Boundary Mic w/ BE Stand (8)
- * Professional Digital PA Mixer (4)
- * BISS1010 Audio Amplifier (4)
- * PPA375 Assisted Listening Device (4)
- * PA Interface 8ch Splitter (4)
- * Microphone Splitter (8)
- * Desk Mount Speakers (12pair)
- * HS/ Spkr Control Box (4)
- * USB Foot Pedal (8)
- * UPS 6 Out/500VA 1RU (4)

Purchased invoice# 69936
Installed on 1/27/16

- * Professional Digital PA Mixer w/8ch USB out [sn:02774597] (1)
- * Multi-Channel Audio Amplifier (50W) [sn:B71400253] (1)
- * USB over Cat5 Range Extender (For Pro PA Mixer w/USB only) (1)
- * BIS Gooseneck Microphone (4)
- * UniPoint Microphone Shock Mount (1)
- * Gooseneck Microphone Quickmount Stand w/ Mute Switch (3)
- * Unidirectional Condenser Boundary Microphone (2)
- * BIS Boundary Effect Mic Stand (2)
- * Mini-Cube Speakers (Sold In Pairs) (3)
- * Assisted Listening Device (FM) [sn:C3985] (1)
- * USB Footpedal (2)
- * UPS 8 Outlet/1500VA 2RU (1)

Initials:


 BIS Digital / Customer

BIS Digital, Inc. 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 P: 800.834.7674 F: 877.858.5611



JUVENILE COURT

Purchased on Invoice 75435
Installed on 2/8/2019

- DCR 8ch Digital A/V Recording Software w/Software Assurance (1)
- USB 2.0 Cable A to B Series 2 (5 ft.) (1)
- 18" Gooseneck Microphone (Series 2) (5)
- Gooseneck Desk Stand w/Programmable Light Switch (Series 2) (5)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (0.5)
- Professional Digital PA Mixer w/8ch USB out (1)

The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 12/29/2019
Contract #: 20-12-A-55470-M-50010488
Annual Contract Amount: \$13,191.89

Accepted By:

BIS Digital, Inc.

Steve Coldren

By Steve Coldren

President
Title

October 31, 2019
Date

Delaware County

By

Title

Date

Commissioner
Sherry Riggins

Commissioner

10.31.19

Commissioner
Ann Hower

deputy Auditor
Charles E. DeArmond
Chief Deputy Auditor

Initials: *SK*

SC
BIS Digital Customer

BIS Digital, Inc. 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 P: 800.834.7674 F: 877.858.5611

Signature Certificate

Document Ref.: BSFC7-8GY5J-64Z8A-AGZRK

Document signed by:

	Steve Coldren Verified E-mail: dianne.corzo@bisdigital.com	Steve Coldren
IP: 104.181.34.116		Date: 31 Oct 2019 15:50:44 UTC
		

Document completed by all parties on:
31 Oct 2019 15:50:44 UTC
Page 1 of 1



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ORDINANCES FOR FIRST READING

**AN ORDINANCE AMENDING TITLE 4 OF THE DELAWARE COUNTY CODE REGARDING CONTRACTOR
REGISTRATION FEES AND CERTAIN CORRECTIONS OF ERRORS
ORDINANCE NO. 2019-026**

Ms. Marta Moody, Executive Director of Plan Commission, presented information to amend Title 4, County Code regarding Contractor registration fees. This is a proposal to raise the registration and renewal fee. Fees have not changed since 2013.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2019-026, Amending Title 4 of the Delaware County Code Regarding Contractor Registration Fees and Certain Corrections of Errors.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

Mr. John Brooke, County Attorney, said this will need to be published once approved.

RESOLUTIONS FOR APPROVAL

**AMENDED RESOLUTION OF DELAWARE COUNTY BOARD OF COMMISSIONERS TO JOINTLY UNDERTAKE AN
ECONOMIC DEVELOPMENT PROJECT WITH THE TOWN OF YORKTOWN, IN
PURSUANT TO IN CODE 36-7-25-1 *ET SEQ*
RESOLUTION 2019-036A**

Mr. Brooke presented the amended Resolution.

MOTION: Commissioner King made a motion to approve Resolution 2019-036, Amended Resolution of Delaware County Board of Commissioners to Jointly Undertake Development Project with the Town of Yorktown, IN.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

AMENDED RESOLUTION NO. 2019-036A

ORIGINAL

**AN AMENDED RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO
JOINTLY UNDERTAKE AN ECONOMIC DEVELOPMENT PROJECT WITH THE TOWN OF
YORKTOWN, INDIANA PURSUANT TO IND. CODE § 36-7-25-1 ET SEQ.**

WHEREAS, the Delaware County Board of Commissioners (the "Commissioners") serves as the legislative body of Delaware County, Indiana; and

WHEREAS, the County has previously established a department of redevelopment controlled by the Delaware County Redevelopment Commission, which is subject to oversight by the Commissioners; and

WHEREAS, the Delaware County Redevelopment Commission has established certain allocation areas within various economic development areas throughout the County, which receive property tax revenue from properties located within these allocation areas; and

WHEREAS, the Board of Commissioners of Delaware County believe that it is in the best interest of the County to work with the Town of Yorktown on their economic and quality of life projects; and

WHEREAS, the Board of Commissioners express a desire to have a long-term relationship with the Town of Yorktown officials for the overall improvement of the County; and

WHEREAS, the Town of Yorktown, Indiana (the "Town") has submitted a proposal to the Commissioners to jointly undertake economic development projects within the Town that will serve or benefit both units' jurisdictions; and

WHEREAS, Delaware County has some economic development areas in the Town of Yorktown which could be utilized for the benefit of Yorktown economic and quality of life projects; and

WHEREAS, the Commissioners now desire to enter into discussions with the Town regarding an agreement to jointly undertake economic development projects within the Town pursuant to the provisions of Ind. Code § 36-7-25-1 *et seq.* according to the general parameters stated herein.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

1. The Delaware County Board of Commissioners, through its duly appointed designee(s), shall, upon receipt of an economic development project proposal from the Town of Yorktown, engage in discussions with the Town to establish the terms and conditions of an agreement to jointly undertake the proposed project within the Town pursuant to the provisions of Ind. Code § 36-7-25-1 *et seq.*
2. The Board of Commissioners pledge to work together and enter agreements with the Town to jointly undertake economic development projects within the Town shall contain those terms and conditions which are in the best interest of both the Town and the County, but shall be subject to the following limitations:
 - a. The agreement shall be conditioned on the Town's willingness and ability to amend any and all applicable economic development plans to ensure the Town is properly authorized to engage in a joint project with the County.
 - b. The agreement shall include a term of at least ten (10) years beginning from the effective date.
 - c. The agreement shall also be reviewed and approved by the Delaware County Redevelopment Commission.

- d. The Board of Commissioners shall work with the Town of Yorktown and the Delaware County Redevelopment Commission to assist in funding economic development projects in the Town of Yorktown in amounts not to exceed One Million Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars in the first year of the agreement term and up to Three Hundred Thousand and 00/100 (\$300,000.00) Dollars in each subsequent year of the term. The County's assistance towards these projects shall be funded exclusively from allocation area revenue received by the Delaware County Redevelopment Commission.
 - e. The agreement shall only obligate the County to pledge revenue from those allocations area(s) within the jurisdiction of Delaware County that are contiguous to the allocation area(s) within the jurisdiction of the Town of Yorktown.
3. A proposed agreement with the Town to jointly undertake economic development projects within the Town shall be subject to final approval of, and execution by, the Commissioners and the Redevelopment Commission before such agreement may become effective.
 4. The Commissioners shall not approve a final proposed agreement with the Town to jointly undertake economic development projects within the Town unless the Commissioners specifically find that the economic development projects described in the agreement will serve or benefit the County's applicable allocation areas.
 5. This Resolution shall be effective upon adoption.

DULY ADOPTED by the Board of Commissioners of Delaware County at a regularly scheduled public meeting held on this, the 4 day of Nov, 2019.

DELAWARE COUNTY
BOARD OF COMMISSIONERS



Sherry Riggins, President



James King, Commissioner



Shannon Henry, Commissioner

ATTEST:


Steven Claycraft, Auditor
Delaware County, Indiana

DEPARTMENT HEADS AND ELECTED OFFICIALS

MONTHLY/WEEKLY REPORTS:

PAYMENTS OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$3,418,035.91

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

QUESTIONS, PUBLIC COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

RECESS

MOTION: Commissioner King made a motion to recess until November 18, 2019.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

A handwritten signature in blue ink, appearing to read "Sherry Riggin". The signature is fluid and cursive, with the first name "Sherry" written in a larger, more prominent script than the last name "Riggin".

President, Ms. Sherry Riggin

Vice President, Mr. Shannon Henry

A handwritten signature in blue ink, appearing to read "James King". The signature is highly stylized and cursive, with large loops and a long horizontal flourish extending to the right.

Member, Mr. James King

A handwritten signature in blue ink, appearing to read "Steven G Craycraft". The signature is cursive and somewhat compact, with the first name "Steven" and last name "Craycraft" clearly distinguishable.

Auditor, Mr. Steven G Craycraft