

ORIGINAL

MONDAY, FEBRUARY 3, 2020 @ 9:00 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, County Attorney
Mr. Charlie Richmond, Chief Deputy

APPROVAL OF MINUTES

JANUARY 21, 2020 COMMISSIONERS MEETING

MOTION: Commissioner Riggan made a motion to approve January 21, 2020 Commissioner Minutes.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggan, President Henry

CONTRACTS OR AGREEMENTS FOR APPROVAL

POLLING LOCATIONS FOR 2020 PRIMARY AND GENERAL ELECTIONS

Mr. Rick Spangler, County Clerk, presented Polling Locations for 2020 Primary and General Elections.

MOTION: Commissioner Riggan made a motion to approve Polling Locations for 2020 Primary and General Elections.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggan, President Henry

POLLING LOCATIONS for 2020 ELECTIONS
 Tuesday, May 5th, 2020 & Tuesday, November 3rd, 2020

ORIGINAL

<u>Precinct</u>	<u>Company</u>	<u>Address</u>	<u>City</u>
1	Gillespie Towers	701 W Jackson St	Muncie
2	Lutheran Church of the Cross	4401 N Wheeling Ave	Muncie
3	Westminster Presbyterian Church	2801 W. Riverside Ave	Muncie
4	Sugarbush Apartments	3601 Chadam Lane	Muncie
5	Forest Park Senior Citizens Center	2517 W 8 th St	Muncie
6	Holy Trinity Lutheran Church	900 W White River Blvd	Muncie
7	Muncie Central High School	801 N Walnut St.	Muncie
8	Oakwood Bldg.	2501 N Oakwood Ave	Muncie
9	Southside Middle School	1601 E 26 th St	Muncie
10	Oakwood Bldg.	2501 N Oakwood Ave	Muncie
11	East Washington Academy	1000 E Washington St	Muncie
12	Roy C Buley Recreation Center	1111 N Penn St	Muncie
13	Southview Elementary School	2100 S Franklin St	Muncie
14	Forest Park Senior Citizen Center	2517 W 8 th St	Muncie
15	Garland E Ross Recreation Center	1110 W 10 th St	Muncie
18	Longfellow Elementary School	1900 E Centennial Ave	Muncie
19	Boys and Girls Club	1710 S Madison St	Muncie
20	Price Hall	704 S Madison St	Muncie
22	Grissom Memorial Elementary School	3201 S Macedonia Ave	Muncie
23	Forest Park Senior Citizen Center	2517 W 8 th St	Muncie
25	First Presbyterian Church	1400 W Riverside Ave	Muncie
26	First Presbyterian Church	1400 W. Riverside Ave	Muncie

ORIGINAL

27	Delaware County Fairgrounds	1210 N Wheeling Ave	Muncie
28	Riverview Church of the Nazarene	2608 E Willard St	Muncie
29	Mansfield Park Lodge	2801 S Eaton Ave	Muncie
33	First Brethren Church	101 S Morrison Rd	Muncie
34	Westminster Presbyterian Church	2801 W Riverside Ave	Muncie
35	Gethsemane United Methodist Church	1201 W McGalliard Rd	Muncie
36	Northside Church of God	1505 N Tillotson Ave	Muncie
38	West View Elementary School	3401 W Gilbert St	Muncie
39	Union Chapel Ministries	4622 N. Broadway	Muncie
40	Northview Elementary School	807 W Yale Ave	Muncie
41	Mansfield Park Lodge	2801 S Eaton Ave	Muncie
42	Sugarbush Apartments	3601 N Chadam Ln	Muncie
43	Union Chapel Ministries	4622 N. Broadway	Muncie
44	Southside Church of the Nazarene	3500 W Fuson Rd	Muncie
45	Halteman Village Baptist Church	4100 N Oakwood Ave	Muncie
46	TRC, – Head Start (Claypool)	3900 E Wysor St	Muncie
47	Halteman Village Baptist Church	4100 N Oakwood Ave	Muncie
48	Union Chapel Ministries	4622 N. Broadway	Muncie
49	Lutheran Church of the Cross	4401 N Wheeling Ave	Muncie
50	Northside Church of God	1505 N Tillotson Ave	Muncie
51	Daleville High School	8400 Bronco Dr	Daleville
52	Daleville High School	8400 Bronco Dr	Daleville
53	Yorktown Church of the Nazarene	9001 W Arch	Yorktown
54	Yorktown Church of the Nazarene	9001 W Arch	Yorktown
55	Cammack United Methodist Church	1901 N Cammack St	Muncie
56	Westminster Village	5801 W Bethel	Muncie

ORIGINAL


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55	Cammack United Methodist Church	1901 N Cammack St	Muncie
56	Westminster Village	5801 W Bethel	Muncie

ORIGINAL

93	St Andrew Presbyterian Church	2700 W Moore Rd	Muncie
94	Daleville Town Hall	8019 S Walnut St	Daleville
95	New Life Presbyterian Church	8000 W River Rd	Yorktown
98	Christian Missionary Alliance Church	5601 W Jackson St	Muncie

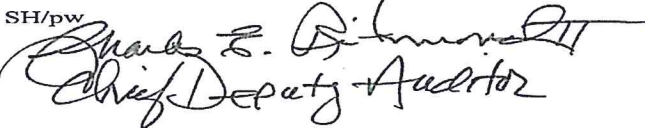
The above locations have all been approved as voting sites for the 2020 Elections to be held on Tuesday, May 5th 2020 & Tuesday, November 3rd 2020.

Signed this 3 day of February, 2020.


 Shannon Henry
 Delaware County Commissioner

James King
 Delaware County Commissioner


 Sherry K. Riffin
 Delaware County Commissioner

SH/pw

 Chief Deputy Auditor

KNOWiNK

Mr. Spangler presented knowink agreement. This is for poll pads that will be used starting 2020 Primary election.
MOTION: Commissioner King made a motion to approve knowink agreement.

Mr. John Brooke, County Attorney, said he had reviewed the knowink agreement.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

Full agreement available in the Auditor's Office



knowiNK

ORIGINAL

2111 Olive St • St. Louis, MO 63103
Phone: 855-765-5723
Email: sales@knowink.com
Website: www.knowink.com

MASTER Software License and Services AGREEMENT

This Master Agreement (the "Agreement") is entered into as of the 11th of December, 2019 between Delaware County IN Clerk ("Customer"), and KNOWiNK, LLC ("KNOWiNK").

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("EPBs") system known as the KNOWiNK Poll Pad System (the "System"), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the "Services") for, and license such software (the "Software") to, Customer;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and in the attached quote (Exhibit B, "Quote").

2. LICENSE AND SUPPORT; RESTRICTIONS:

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as part of the System. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.
- 2.2. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("Software Support Services") and (b) the implementation, training, support and/or other services ("Professional Services") set forth in this Agreement and the applicable Quote provided in Exhibit B. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK's discretion. KNOWiNK does not warrant that all errors or defects will be corrected.
- 2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
- 2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System

Confidential

v.20190131

INDOT AGREEMENT FOR UPGRADE OF TRAFFIC CONTROL SIGNS

Ms. Angie Moyer, Project Manager, presented INDOT agreement for Upgrade of Traffic Control Signs. This is for upgrades of signs at INDOTS cost (see below).

MOTION: Commissioner King made a motion to approve INDOT agreement for Upgrade of Traffic Control Signs.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

Full agreement available in the Auditor's Office

AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
DELAWARE COUNTY
For
UPGRADE OF TRAFFIC CONTROL SIGNS
EDS No. A249-_____

This Agreement ("Agreement") is made and entered into as of the date of approval by the Attorney General, by and between the State of Indiana through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and Delaware County (hereinafter referred to as the "COUNTY"), jointly referred to as the "Parties" and individually as a "Party," through their duly authorized and undersigned officials.

WITNESSETH

WHEREAS, in the interest of public safety and convenience, INDOT wishes to upgrade the existing stop and warning signs, which are located on the along US 35 from I-69 to State Road 3 in Delaware County (hereinafter referred to as the "Signs"), as shown in Exhibit A (attached hereto and incorporated herein by reference) for the purpose of regulating traffic; and

WHEREAS, INDOT will be solely responsible for the costs of installation and maintenance of the Signs; and

WHEREAS, the COUNTY has agreed to allow INDOT to install and maintain those Signs which are located adjacent to the state highway system; and

WHEREAS, the COUNTY has agreed to maintain visibility of the Signs by clearing any brush or vegetation from on or near the Signs; and

WHEREAS, the Parties deems the upgrading of the Signs to be beneficial for the safety of the motoring public at said locations;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

WHEELING AVE. INTERSECTION IMPROVEMENTS AT CARRINGTON BLVD. & MOORE RD.

Ms. Moyer recommended 3D Company Inc. for \$457,000, pending DCRC approval.

MOTION: Commissioner King made a motion to approve Wheeling Avenue intersection improvements at Carrington Blvd and Moore Road with 3D Company Inc. for \$457,000, pending DCRC approval.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

Full agreement available in the Auditor's Office

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 5 day of FEBRUARY, 2020, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and 3D Company Inc. ("Contractor"), for the project known as Wheeling Avenue Intersection Improvements at Carrington Blvd. & Moore Rd (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 lesser 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;

RESOLUTIONS FOR APPROVAL

A RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO JOINTLY
UNDERTAKE AN ECONOMIC DEVELOPMENT PROJECT WITH THE TOWN OF DALEVILLE, IN
PURSUANT TO IN CODE 36-7-25-1

RESOLUTION 2020-003

Mr. Brad Bookout, Director of Economic Development & Redevelopment, presented the Daleville Redevelopment area project. This was a blight area in Daleville, Indiana. The payment schedule has not been defined as of date. A private contractor would be sought to construct the building and occupied by the Town of Daleville.

MOTION: Commissioner Riggin made a motion to approve Resolution 2020-003, A Resolution of the Delaware County Board of Commissioners to Jointly Undertake an Economic Development Project with the Town of Daleville, Indiana, Pursuant to IN Code 36-7-25-1.

SECOND: Commissioner King

YEAS: Commissioner Riggin, President Henry

ABSTAIN: COMMISSIONER KING

RESOLUTION NO. 2020 003

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

WHEREAS, the Delaware County Board of Commissioners (the "Commissioners") serves as the governing and 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 Town Council for the Town of Daleville, Indiana (the "Council") serves as the governing and legislative body of the Town of Daleville, Indiana; and

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

WHEREAS, the Council has submitted a proposal to the Commissioners to jointly undertake an economic development project within the Town that will serve or benefit both units' jurisdictions; and

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

WHEREAS, the Commissioners now desire to facilitate an agreement to jointly undertake an economic development project with the Council pursuant to the provisions of Ind. Code § 36-7-25-1 *et seq.* and according to the general parameters stated herein.

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


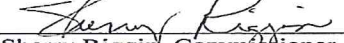
1. The Delaware County Board of Commissioners hereby designate the Delaware County Redevelopment Commission to engage in discussions with the Daleville Redevelopment Commission to establish the terms and conditions of an agreement to jointly undertake an economic development project within the Town of Daleville pursuant to the provisions of Ind. Code § 36-7-25-4.
2. The proposed agreement shall be entered into by the Delaware County Redevelopment Commission and the Daleville Redevelopment Commission pursuant to the provisions of Ind. Code § 36-1-7-15.



3. The proposed agreement shall contain those terms and conditions which are in the best interest of both the Town of Daleville and Delaware County, which shall specifically include the following:
 - a. The agreement shall provide for the Delaware County Redevelopment Commission to pledge tax incremental financing (TIF) proceeds from the allocations area(s) within the County's economic development area known as the "Daleville Redevelopment Area" to the Daleville Redevelopment Commission.
 - b. The pledge of TIF proceeds shall be for an amount not to exceed Three Million Nine Hundred Thousand and 00/100 Dollars (\$3,900,000.00) and shall be used to satisfy the bond and/or lease rental obligations of the Daleville Redevelopment Commission.
 - c. The agreements shall require the approval of the Board of Commissioners of Delaware County, Indiana and the Town Council for the Town of Daleville, Indiana.
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 3rd day of FEBRUARY, 2020.

DELAWARE COUNTY
 BOARD OF COMMISSIONERS

 Shannon Henry, President

James King, Commissioner

 Sherry Riffin, Commissioner


ATTEST:

 Steven Craycraft, Auditor
 Delaware County, Indiana


PAYMENTS OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$2,005,525.50.

SECOND: Commissioner Riggini

YEAS: Commissioner King, Commissioner Riggini, President Henry

QUESTIONS, PUBLIC COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

Mr. Audie Barber, 610 West 11th Muncie, Indiana, asked about the ambulance and if there is an agreement on the table with Delaware County Commissioners and Madison County for ALS intercepting.


Mr. Jason Rogers, EMA/EMS Director, said the only agreement with Madison County agencies is with Chesterfield. That is an ALS intercepting agreement and that it is when Chesterfield is going to Ball Memorial Hospital. The intercept is not laid out specifically for where a patient is transported too, Delaware County does not currently have 911 responsibility in Madison County. If a patient in Daleville would like to go to an Anderson, Indiana hospital then they may do so and this may have been what Mr. Barber is referencing.

RECESS

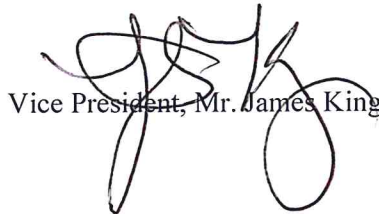
MOTION: Commissioner King made a motion to recess until February 18, 2020.

SECOND: Commissioner Riggini

YEAS: All signified by saying "I".



President, Mr. Shannon Henry



Vice President, Mr. James King



Member, Ms. Sherry Riggini



Auditor, Mr. Steven G Craycraft