

**ORIGINAL**

DELAWARE COUNTY COMMISSIONER'S MEETING  
MONDAY, DECEMBER 17, 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
- Mr. Steve Craycraft, Auditor

**APPOINTMENT**

MOTION: Commissioner Henry made a motion that all 2019 board appointments remain the same with the exception of appointing Ms. Pam McCammon as the new Human Resource Director (see below).

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

- Mr. Paul Singleton-911 Director
- Ms. Jeni Honeycutt, Commissioners Executive Administrator
- Mr. John Brooke, County Attorney
- Mr. Brandon Murphy, Drainage Board Attorney
- Mr. Jason Rogers, EMA and EMS Director
- Mr. Robert Jessee, Highway Superintendent
- Ms. Pam McCammon, Human Resources Director
- Ms. Charlie Walker, Maintenance Superintendent for County Building and Justice Center
- Mr. Nate Jones, Veterans Affairs Officer
- Mr. Jeff Brandon, Weights & Measures

Continued appointments will be made on January 7, 2019.

**TABLED BUSINESS**

**AGREEMENT FOR INMATE MENTAL HEALTH SERVICES**

Commissioner Henry and Mr. Tony Skinner, Sheriff, will be meeting with another company at 3:00 p.m. on December 17, 2018.

Remained tabled

**APPROVAL OF MINUTES**

MOTION: Commissioner Riggin made a motion to approve December 3, 2018 minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

President James King, read aloud the proclamation for Delaware County Choice week.

MOTION: Commissioner Henry made a motion to adopt the proclamation.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

*Delaware County School Choice Week*

**WHEREAS**, all children in Delaware County should have access to the highest-quality education possible; and,

**WHEREAS**, Delaware County recognizes the important role that an effective education plays in preparing all students in Delaware County to be successful adults; and,

**WHEREAS**, quality education is critically important to the economic vitality of Delaware County; and,


**WHEREAS**, Delaware County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

**WHEREAS**, Delaware County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

**WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

**NOW, THEREFORE**, I, James King, President of the Delaware County Commissioners do hereby recognize January 20-26, 2019 as Delaware County School Choice Week, and I call this observance to the attention of all of our citizens.



James King, President

**PRESENTATIONS TO COMMISSIONERS  
ALLIANCE FOR A HEALTHIER INDIANA**

Commissioner Riggin said if supported, the tobacco tax of \$2.00 a pack is a letter of intent that the Commissioners would send to local Indiana State Representatives.

MOTION: Commissioner Riggin made a motion to table Alliance for a Healthier Indiana until January 7, 2019.  
SECOND: Commissioner Henry  
YEAS: Commissioner Riggin, Commissioner Henry, President King

**CONTRACTS OR AGREEMENTS FOR APPROVAL  
PURDUE EXTENSION CONTRACTUAL SERVICES AGREEMENT**

Ms. Molly Hunt, presented the agreement between Purdue Extension and Delaware County the 2019 contractual services agreement.

MOTION: Commissioner Riggin made a motion to approve, as presented the Purdue Extension Contractual Services agreement.  
SECOND: Commissioner Henry  
YEAS: Commissioner Riggin, Commissioner Henry, President King

EXTENSION CONTRACTUAL SERVICES AGREEMENT  
 BETWEEN  
 PURDUE UNIVERSITY  
 AND GOVERNMENT OF  
 DELAWARE COUNTY, INDIANA

*ORIGINAL*

This agreement made this first day of January, 2019 by and between the government of Delaware County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, home economics, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Delaware County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

**EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

The University agrees by the execution of this contract that in regards to its operation in Delaware County, Indiana:

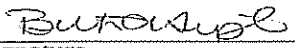
1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
  - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
  - b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

**FICA TAXES**

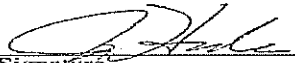
The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY  
COOPERATIVE EXTENSION SERVICE:

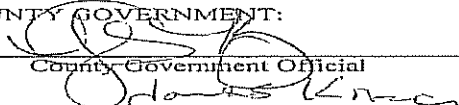

11/29/18  
 Signature Date

Beth Siple  
Assistant Director Financial Affairs  
AG Sponsored Program Service


11/29/18  
 Signature Date

Jason R. Henderson  
Associate Dean and Director Purdue Extension

COUNTY GOVERNMENT:

BY   
 County Government Official  
 \_\_\_\_\_  
 Typed Name

12/17/2018  
 Date  
 \_\_\_\_\_  
 Title

APPENDIX I

Memorandum of Understanding:  
Purdue Extension Contractual Services Agreement in Delaware County

The contractual services agreement between Purdue University and the government of Delaware County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$79,485.00 from Delaware County to Purdue, Purdue Extension will provide Extension services through the Delaware County Extension, including three county educators. These staff will provide local extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educators will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2019 through December 31, 2019

Total Contractual Services Appropriation for Extension Educators:

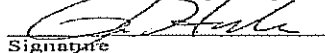
Amount: \$79,485.00

The County Extension Director will also provide annually a report on Extension services provided in Delaware County during the calendar year and an accounting of county funds spent.

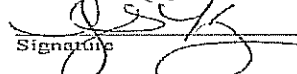
Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other Purdue University benefits.
- Each year, Purdue University provides funding for training and staff development for each Educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to organize community and home interventions to bring about nutrition-related lifestyle changes.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

Purdue University Cooperative Extension

 11/29/18  
Signature Date  
Associate Dean and Director of Purdue Extension

County Government

  
Signature Date

LS

 11/29/18  
Signature Date  
Assistant Director, Agricultural Sponsored Programs

TRIAD ASSOCIATES

Ms. Angie Moyer, Project Manager, presented Triad Associates annual agreement, not to exceed \$15,000.  
MOTION: Commissioner Henry made a motion to approve general services annual agreement with Triad Associates.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King  
Ms. Moyer will provide the signature from Triad Associates.

*ORIGINAL*

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

THIS AGREEMENT, made and entered into the 17 day of December 2018, by and between DELAWARE County Board of Commissioners, hereinafter referred to as the "COUNTY", and Triad Associates, Inc., 5825 Lawton Loop East Drive, Indianapolis, Indiana 46216 hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to contract for General Engineering Services required for projects and tasks under the jurisdiction of the COUNTY, and

WHEREAS, the CONSULTANT has expressed a willingness to provide said Engineering Services:

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

ARTICLE 1. GENERAL ENGINEERING SERVICES

- 1.1      Design and Recommendations  
Upon notification by the COUNTY, the CONSULTANT shall make an inspection/analysis of each project or task. This inspection analysis shall be in sufficient detail to determine the type and degree of work required. The CONSULTANT shall prepare a report with recommendations, including any necessary sketches and plan details, and estimated costs of the improvements, based on the inspection/analysis. The report shall be submitted to the COUNTY for review and approval. The CONSULTANT will be available to the COUNTY for advice, consultation and assistance in implementation of any planned improvements. If required by the COUNTY, the CONSULTANT will prepare plans and documents necessary for construction of the project under contract.
- 1.2      Inspection of Construction  
Upon notification by the COUNTY, the CONSULTANT will provide qualified inspection personnel for observation of construction and field work at various locations on projects or operations at the request of the COUNTY. These inspection/observation services will include all reports and record keeping, measurement and verification of quantities and testing services required for each location.
- 1.3      General Consultation and Review  
Upon notification by the COUNTY the CONSULTANT shall provide consultation and review services to the County Highway Department and Project Director for various duties and responsibilities for which the COUNTY determines consultation and review



FLR (FLATLINE RESOURCES, LLC) OFFSITE OFF SITE MITIGATION  
JACKSON STREET AND MORRISON ROAD ROUNDABOUT BRIDGE PROJECT

Ms. Moyer presented the proposal for construction & professional services for off-site mitigation for York-Prairie Jackson St Bridge.

MOTION: Commissioner Henry made a motion to approve Flatline Resources, LLC.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King



FLATLAND RESOURCES, LLC.

P.O. BOX 1293  
MUNCIE, IN 47308  
PH: (765)284.2328  
FAX: (765)284.2353  
flatlandresources.com

*ORIGINAL*

12/17/18

PROPOSAL FOR CONSTRUCTION & PROFESSIONAL SERVICES

**Date:**  
11/01/2018

**Project Owner:**  
Delaware County Commissioners

**Project Name:**  
Off-Site Mitigation for York-Prairie Jackson St Bridge

**Consultant:**  
FlatLand Resources  
PO Box 1293  
Muncie, IN 47308  
Contact: Clair Burt  
(765) 284-2328

**Project Location:**  
The site is located southeast of Muncie, IN in Delaware County, approximately 0.75 miles from the northern end of Prairie Creek Reservoir. It is located at the intersection of 431 E and 322 S. The site is located in Perry township, Section 32, T20N, R11E. It is located in the Muncie East quadrangle.

**Project Description:**  
The first phase of the project includes drafting a new mitigation plan and submitting it to the Indiana Department of Natural Resources (IDNR). Once the mitigation plan is approved by the IDNR, we will provide a final scope of services and cost for the second phase of the project for review and approval. The current figures listed within this scope of services are tentative estimates based on what will be written in the mitigation plan. Upon review of the draft mitigation plan, IDNR may require additional work to be completed. Tentatively, work following the mitigation plan approval will include honeysuckle removal, seeding of riparian seed mix, installation/relocation of "no mow" signage, mowing/weed whacking and spraying (for herbaceous seedling establishment), preparation of as-built plans, annual vegetative monitoring and reporting to IDNR, and notification to IDNR when the project is complete.

## AUGUSTA CONSULTING AGREEMENT

MOTION: Commissioner Henry made a motion to approve both agreements with Augusta Consulting.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

### Agreement for Economic Development Services

This Agreement is made this 17 day of December, 2018 by and between the Delaware County, Indiana Board of Commissioners ("County") of 100 W. Main Street, Muncie, Indiana 47305 and Augusta Consulting, LLC. ("Augusta") an Indiana limited liability company located at 201 N. Talamore Ave., Yorktown, Indiana 47396.

For good and valuable consideration, as described in this agreement the parties agree as follows:

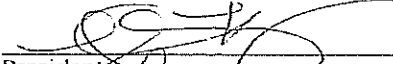
1. The term of this Agreement shall begin on January 1, 2019 and end on December 31, 2021 ("Term"), unless terminated prior to its expiration as provided herein.
2. Augusta will provide administrative knowledge, leadership and support for Delaware County relating to Economic Development projects.
3. Augusta will represent the County as the County's Director of Economic Affairs.
4. Augusta will market County property and buildings for Economic Development and capital investment projects.
5. Augusta will serve as the County's business retention specialist calling on and meeting with existing businesses to discuss expansion and hiring plans.
6. Augusta will work to contact and attract new businesses and industry to the County.
7. Augusta will assemble all economic development incentive packages for County Economic Development Projects.
8. Augusta will identify and work with third party consulting firms to assist with new business attraction.
9. Augusta will provide inter-county administrative support for Economic Development projects working collaboratively with both Muncie and the surrounding towns.
10. Augusta will work with the Indiana Economic Development Corporation on projects and incentives.
11. Augusta will coordinate cooperation on projects with the municipalities located within Delaware County, the County Council, ECIRPD, ECIRP, DAC, the Economic Development Alliance, and any other boards or entities necessary to properly promote Delaware County.
12. Augusta will serve in the following capacities on behalf of the County:
  - a. Experienced Local Economic Development Official (LEDO);
  - b. Experienced Business Retention and Expansion Official; and
  - c. Municipal Project Manager.
13. Augusta will maintain and facilitate all County tax abatement requests. This shall include assisting applicants with real estate and personal property tax abatement applications, facilitation of all tax abatement committee meetings, and presentations to the applicable governing body.
14. Augusta will facilitate all CRED Board meetings and requests for CRED funds. In addition, Augusta will prepare all CRED Board agendas, minutes and processing of claim vouchers for payment. The parties agree that at least one CRED Board meeting will be held each year and that Augusta will facilitate any additional CRED Board meetings that may be requested by the County.


- 15. Augusta will assist the County with obtaining EDIT project requests from the municipalities located within Delaware County and assist in determining the feasibility of said projects.
- 16. Augusta will be available as necessary to engage in any domestic and international economic development-related travel and will coordinate said travel on behalf of the County.
- 17. Services will be provided to Delaware County in exchange for thirty-six (36) monthly payments of \$18,937.00 payable by invoice net thirty (30) days, beginning January 1, 2019 and ending December 31, 2021.
- 18. All expenses not otherwise provided for herein shall be approved by the County prior to expenditure and itemized receipts shall be provided to the County before any expenses will be reimbursed by the County.
- 19. Either party may terminate this Agreement by providing the other party written notice of their intent to terminate at least sixty (60) days before the date of termination stated therein. In the event this Agreement is terminated prior to expiration of the Term, Augusta shall continue to provide the services stated herein, and the County shall continue to pay Augusta for the services rendered through the date of termination.
- 20. This Agreement shall be governed by the laws of the State of Indiana. All disputes between the parties which cannot otherwise be informally resolved by the parties shall be submitted to mediation before either party may file a claim in state or federal courts.

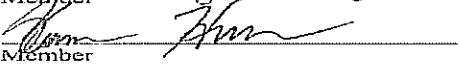
By signing below, the parties hereby agree to the terms and conditions as stated above.

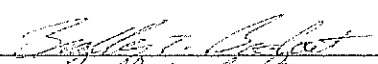
DELAWARE COUNTY, INDIANA  
BOARD OF COMMISSIONERS

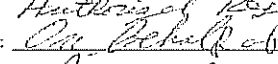
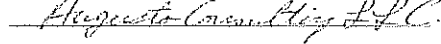
AUGUSTA CONSULTING, LLC

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Authorized Rep.

By:   
\_\_\_\_\_  
Its:   
\_\_\_\_\_  
Augusta Consulting LLC

ATTEST:

  
\_\_\_\_\_  
Delaware County Auditor

**Agreement for Services Related to the Delaware County Redevelopment Commission**

This Agreement is made this 17 day of December, 2018 by and between the Delaware County, Indiana Board of Commissioners ("County") of 100 W. Main Street, Muncie, Indiana 47305 and Augusta Consulting, LLC. ("Augusta") an Indiana limited liability company located at 201 N. Talamore Ave., Yorktown, Indiana 47396.

For good and valuable consideration, as described in this agreement the parties agree as follows:

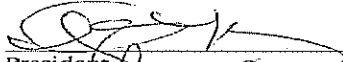
1. The term of this Agreement shall begin on January 1, 2019 and end on December 31, 2021 ("Term"), unless terminated prior to its expiration as provided herein.
2. Augusta will serve as Director of the Delaware County Redevelopment Commission.
3. Augusta will provide administrative knowledge, leadership and support for the Delaware County Redevelopment Commission.
4. Augusta will oversee and manage all Delaware County Redevelopment Commission projects acting as the County's Redevelopment coordinator/liason.
5. Augusta will produce and maintain all agendas, minutes, invoices and agreements working cooperatively with Commission members, vendors, suppliers, legal counsel, financial advisors, brokers, and elected officials on behalf of the Delaware County Redevelopment Commission.
6. Augusta will identify and work with third party firms and other entities such as developers, brownfield contractors, demolition contractors, property owners, and others, to provide special assistance and work cooperatively with the Delaware County Redevelopment Commission.
7. Augusta will seek out and pursue redevelopment projects and blight conversion projects within Delaware County TIF Districts.
8. Augusta will project manage and oversee redevelopment and blight conversion projects on behalf of the Redevelopment Commission.
9. Augusta will identify and seek alternate funding and financing sources for Redevelopment Commission projects.
10. On behalf of the Redevelopment Commission and Commission projects, Augusta will work jointly with and coordinate interdepartmental cooperation with the County Auditor's Office, Surveyor's Office, Planning and Zoning Board, the Governing Bodies of Municipalities within Delaware County, the County Council, Delaware County Economic Development, ECIRPD, ECIRP, DAC, the Economic Development Alliance, and any other boards or entities necessary to properly promote Delaware County.
11. Augusta will oversee and serve as the point of contact for properties owned and/or managed by the Delaware County Redevelopment Commission including shell buildings, acquired buildings, land, and the rail spur.
12. Augusta will work annually to engage a financial consultant deemed acceptable by the County to produce the Delaware County Redevelopment Commission's annual report and required state reporting.


- 13. Augusta will be available as necessary to engage in any domestic and international economic development related travel and will coordinate any such travel on behalf of the County.
- 14. All expenses not otherwise provided for herein shall be approved by the County prior to expenditure and itemized receipts shall be provided to the County before any expenses will be reimbursed by the County
- 15. Services will be provided to Delaware County in exchange for thirty-six (36) monthly payments of \$6,500.00 payable by invoice net thirty (30) days, beginning January 1, 2019 and ending December 31, 2021.
- 16. Either party may terminate this Agreement by providing the other party written notice of their intent to terminate at least sixty (60) days before the date of termination stated therein. In the event this Agreement is terminated prior to expiration of the Term, Augusta shall continue to provide the services stated herein, and the County shall continue to pay Augusta for the services rendered through the date of termination.
- 17. This Agreement shall be governed by the laws of the State of Indiana. All disputes between the parties which cannot otherwise be informally resolved by the parties shall be submitted to mediation before either party may file a claim in state or federal courts.

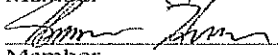
By signing below, the parties hereby agree to the terms and conditions as stated above.

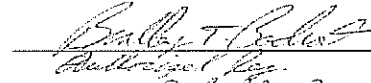
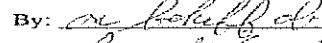

DELAWARE COUNTY, INDIANA  
BOARD OF COMMISSIONERS

AUGUSTA CONSULTING, LLC

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
By:   
Its: 

ATTEST:  
  
\_\_\_\_\_  
Delaware County Auditor

DELAWARE COUNTY PERMANENT RIGHT-OF-WAY EASEMENT

MOTION: Commissioner Rigglin made a motion to table the permanent Right-of-Way easement.

SECOND: Commissioner Henry

YEAS: Commissioner Rigglin, Commissioner Henry, President King

BARNES & THORNBURG LLP

MOTION: Commissioner Henry made a motion to approve Barnes & Thornburg LLP agreement.

SECOND: Commissioner Rigglin

YEAS: Commissioner Rigglin, Commissioner Henry, President King

DERC Agenda 12-13-18

BARNES & THORNBURG LLP

11 South Meridian Street  
Indianapolis, IN 46204-3535 U.S.A.  
(317) 236-1313  
Fax (317) 231-7433  
www.btlaw.com

ORIGINAL

November 30, 2018

VIA E-MAIL

Board of Commissioners  
of Delaware County, Indiana

Re: Economic Development Matters

Dear Commissioners:

The purpose of this letter is to confirm the terms and conditions under which our Firm will serve as counsel to the Board of Commissioners (the "Board") of Delaware County, Indiana (the "County") in connection with economic development matters (the "Current Matter").

I am enclosing our Standard Terms of Engagement for legal services setting forth the standard terms upon which our firm accepts client engagements. Our engagement by the Board in this matter will be governed by these standard terms to the extent not expressly modified by this letter. By signing this letter, you agree that we may represent other clients in certain matters adverse to you as described in our Standard Terms under the caption "Waiver of Certain Potential Conflicts of Interest" and disclose certain public information regarding our representation of you as described in our Standard Terms under the caption "Use of Publicly Available Information".

In performing our services as counsel, our only client will be the Board and we will represent its interests. We assume that the Board will be represented in all other aspects of this transaction by you as its general counsel, and that all other parties to this transaction will retain such counsel as they deem necessary or appropriate to represent their interests in this transaction.

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the Board, and not the County generally or any of the County's other departments, agencies, instrumentalities, members, officials, employees or other affiliates. You have agreed that our representation of the Board in this matter will not give rise to any attorney-client relationship between our Firm and the County generally or any of its other departments, agencies, instrumentalities, members, officials, employees or other affiliates. You have also agreed that, during the course of our representation of the Board in this matter, our Firm will not be given any confidential information regarding the

Atlanta Chicago Dallas Delaware Indiana Los Angeles Michigan Minneapolis Ohio Washington, D.C.

The full Barnes & Thornburg LLP agreement can be found in the Auditor's office.

**ORDINANCES FOR SECOND READING**  
**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA**  
**CONCERNING APPROVAL AND EXECUTION OF A**  
**PROPOSED BUILD OPERATE TRANSFER LEASE AGREEMENT**  
**ORDINANCE 2018-020**

Mr. Brooke said this is the second reading for Ordinance 2018-020, An Ordinance of the Board of Commissioners of Delaware, Indiana Concerning Approval and Execution of a Proposed Build Operate Transfer Lease.

MOTION: Commissioner Henry made a motion to approve Ordinance 2018-020.

SECOND: Commissioner Rigglin

YEAS: Commissioner Rigglin, Commissioner Henry, President King

**ORIGINAL**

ORDINANCE NO. 2018-020

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA CONCERNING APPROVAL AND EXECUTION OF A PROPOSED BUILD OPERATE TRANSFER LEASE AGREEMENT**

WHEREAS, pursuant to Indiana Code 5-23-6-1 the Board of Commissioners of the County of Delaware ("County"), Indiana ("Commissioners") must approve any public-private agreement with an original term in excess of five (5) years; and

WHEREAS, pursuant to Indiana Code 6-3.6-10-4(c) the Commissioners are required to approve any lease of the County; and

WHEREAS, there have been prepared drawings, plans and estimates for the cost of the acquisition, construction, improvement, and financing of a jail and justice center ("Project"); and

WHEREAS, the attached form of Build Operate Transfer Lease Agreement ("Agreement") has been prepared for the design, construction, operation and financing of the Project and has been examined by the Commissioners; and

WHEREAS, notice of a public hearing on the proposed Agreement was given by publication in The Star Press and the hearing has been held in accordance with this notice; and

WHEREAS, the Commissioners have held a public hearing concerning whether to proceed with the Project and enter into a public and private agreement and lease to finance the Project; and

WHEREAS, the Commissioners have carefully considered the comments made and information presented at the public hearing; and

WHEREAS, it is in the best interests of the County and its citizens to proceed with the acquisition, construction, improvement and financing of such Project by Delaware County Justice Partners, LLC ("Corporation"), which will lease said Project to the County under terms whereby the County will own the leased Project at the end of the lease financing period; and

WHEREAS, the County currently owns property commonly known as 3100 S. Tillotson Avenue, Muncie, Indiana, which is the Project site; and

WHEREAS, in order to finance the Project, the Corporation needs to have a property interest in the Project site and the Agreement requires the County to lease the Project site owned by the County to the Corporation; and

WHEREAS, drawings, plans and specifications for the Project have been, or will be submitted to the agencies designated by law to approve plans and specifications for such facilities; and

WHEREAS, it now appears to the Commissioners that the leasing of said Project will satisfy the need for the County facilities and that the proposed form of Agreement therefore submitted to the Corporation with the County as lessee, which is incorporated herein, provides for a fair and reasonable rental.

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

Section 1. The terms and conditions of the proposed form of Build Operate Transfer Lease Agreement are approved and agreed to as the basis for a determination to enter into a lease and public-private agreement.

Section 2. (a) The Commissioners hereby find that the execution of the Agreement is necessary and wise and is for a Project will that provide services that will serve the public purpose of the County and is in the best interests of the County's residents, and further finds that the lease rentals provided for in the Agreement are fair and reasonable.

(b) The execution of the Agreement between the County and the Corporation is hereby approved. The Commissioners and the County Auditor be, and they are hereby, authorized and directed to execute the aforesaid Agreement and any other documents necessary to carry out the purpose of the Agreement, including a ground lease for the Project site, one or more purchase agreements, continuing covenant agreements or similar agreements, on behalf of the County and to publish notice of execution of the Agreement after the execution of the Agreement.

(c) Providing for the financing, acquisition and construction of the Project by the Corporation and the leasing of the Project to the County is in the public interest of the citizens of this County and it is a proper public purpose for which the County agrees to cooperate with the Corporation to assist in fulfilling the requirements of all agencies of the Federal, State and local Government.

(d) The County Auditor is authorized and directed to initial and date a copy of the proposed Agreement and to place it in the minute book immediately following the minutes of this meeting, and the Agreement is made a part of this ordinance as fully as if it were set forth herein.

Section 3. The lease of the property commonly known as 3100 S. Tillotson Avenue, Muncie, Indiana from the County to the Corporation is hereby authorized.

Section 4. This Ordinance shall be in effect from and after its passage by the Commissioners.

19557820.2



PASSED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA this 17 day of December 2018.

BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA

By: [Signature]  
[Signature]  
[Signature]

ATTEST:

[Signature]  
Auditor

19557820.2

**DEPARTMENT HEADS AND ELECTED OFFICIALS**

Mr. Brooke sent the revised Economic Development Income Tax (EDIT) 5<sup>th</sup> amendment which includes the lease payments.

MOTION: Commissioner Riggin made a motion to approve the 5<sup>th</sup> amendment for the EDIT plan.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

Mr. Brooke spoke with Mr. Steve Edwards, Muncie Community Schools, to see if they may have interest in some items from the ASON'S building. Items include score boards, bleachers, water fountains, pull down movie screen etc.

MOTION: Commissioner Riggin made a motion to approve recommendations from Mr. Brooke regarding these items.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

FIFTH REVISED  
ECONOMIC DEVELOPMENT INCOME TAX  
CAPITAL IMPROVEMENT PLAN  
OF DELAWARE COUNTY  
JULY 1, 2016 THROUGH JUNE 30, 2019

ORIGINAL

**INTRODUCTION:**

This Plan is intended for adoption by the Board of Commissioners of Delaware County in conformance with I. C. Section 6-3.5-7. It is intended to supplement the Commissioners' previous plans. The term of this Plan is for three years, from July 1, 2016 through June 30, 2019. This Plan will cover only the projects for which distributions have been certified. This Plan should not be considered as final approval for expenditures on any of these specific projects. The timing of performance of the project and final approval of release of funds must be obtained by specific application to the County Commissioners.

**STATUS OF CAPITAL PROJECTS UNDER ORIGINAL PLAN:**

In cooperation with the Delaware County EDIT Corporation Board and other entities, certain Capital Projects described in the Commissioners prior plans have been completed. Those projects included, among others, payment of principal and interest due on COIT bonds relating to the Delaware County Justice Center, construction of the Children's Home (now the Youth Opportunity Center), the Albany wastewater project, the Daleville water distribution and storm water systems, the Yorktown wastewater treatment plant, construction of the Juvenile Detention facility, and miscellaneous projects in Selma, Eaton and other towns.

**BOND ISSUES:**

Under existing bond issues, EDIT revenues are committed at the annual amount of approximately \$978,000.00, payable in June and December of each year at the rate of approximately \$489,000.00 per payment. In addition, there is one final payment in the amount of \$30,600.00 due in December, 2013, to pay off the 2004 bond issue.

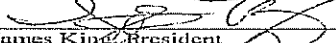
**NEW PROJECTS:**


Project 1 -	If new bondable projects are done, additional payments of EDIT Bonds in an amount unknown at this time, due every six (6) months	
Project 2 -	EDIT legal fees: charged only as services are rendered on an hourly basis	\$20,000.00
Project 3 -	Delaware County Airport Tower:	\$93,000.00 (\$31,000.00 per year)
Project 4 -	Delaware County Redevelopment Commission:	\$195,000.00 (\$65,000.00 per year)
Project 5 -	Economic Development:	\$500,000.00
Project 6 -	ECI Regional Planning District-	\$125,538.00 (\$41,846.00 per year)

**SEVENTY-FIVE PERCENT (75%) TEST:**

In accordance with I. C. 6-3.5-7-15, this Plan incorporates projects, the cost of which when taking into consideration funds already pledged for repayment of obligations from previous Projects, at least seventy-five (75%) of the certified distribution the County expects to receive during the term of the Plan. This Economic Development Income Tax Capital Improvement Plan of Delaware County for July 1, 2016 through June 30, 2019 is adopted this \_\_\_\_\_ day of May, 2018.

**DELAWARE COUNTY COMMISSIONERS**

  
James King, President

  
Sherry Riggan, Vice-President

  
Shannon Henly, Member

ATTEST:   
Steve Craycraft, Delaware County  
Auditor

Projects 24-33	CLOSED	
Project 56-	Town Redevelopment Projects: \$00	
Project 57-	Demolition/Site Cleanup Funds:	\$50,000.00
Project 58-	Animal Control:	\$171,000.00
Project 59	Daleville Economic Development Downtown Project-	CLOSED
Project 60	CLOSED	
Project 61-	Improvement of County:	\$ 100,000.00
Project 62-	Jail Purchase and Construction and legal fees	\$3,000,000.00
Project 63	Jail construction financing for Build Operate Transfer Agreement (20-year term) Estimated Annual Payment commencing January 1, 2021	
	12/15/2022	\$3,070,000.00
	12/15/2023	\$3,061,000.00
	12/15/2024	\$3,100,000.00
	12/15/2025	\$3,140,000.00
	12/15/2026	\$3,142,000.00
	12/15/2027	\$3,140,000.00
	12/15/2028	\$3,141,000.00
	12/15/2029	\$3,138,000.00
	12/15/2030	\$3,138,000.00
	12/15/2031	\$3,139,000.00
	12/15/2032	\$3,142,000.00
	12/15/2033	\$3,132,000.00
	12/15/2034	\$3,133,000.00
	12/15/2035	\$3,526,000.00
	12/15/2036	\$3,527,000.00
	12/15/2037	\$3,528,000.00
	12/15/2038	\$3,529,000.00
	12/15/2039	\$3,525,000.00
	12/15/2040	\$3,530,000.00
	12/15/2041	\$3,530,000.00

The purpose of this fund is to assist non-governmental community-based organizations within Delaware County with regard to addiction and rehabilitation services; improvement of youth organizations and activities or improvement of the community well-being. Applications shall be submitted to the County Commissioners and the County Commissioners shall in the sole discretion of the Board of Commissioners.

Projects 0-14	CLOSED	
Project 15 -	Spec Shell Building Purchase of Real Estate and Construction:	\$900,000.00
Projects 16-23	CLOSED	
Project 24 -	Delaware County Economic Development:	\$450,000.00 (\$150,000.00 per year)
Projects 25-27	CLOSED	
Project 28 -	Building Upgrade and/or Maintenance:	\$500,000.00
Projects 29-31	CLOSED	
Project 32 -	Brownfield Remediation, money to be used for costs associated with grant monies and/or removal of contaminates:	\$ 30,000.00
Projects 33-34	CLOSED	
Project 35-	Infrastructure Fund:	\$500,000.00
Project 36	CLOSED	
Project 37-	Public Safety and Health Fund:	\$1,750,000.00
Project 38-	Rail Spur Dock/Maintenance:	\$230,000.00
Projects 39-40	CLOSED	
Project 41	Delaware County Fairgrounds	\$250,000.00
Project 42	CLOSED	
Project 43-	Bell Aquaculture Road:	\$100,000.00
Projects 44-45	CLOSED	
Project 46-	Bridge #141 (Tiger Drive):	\$500,000.00
Project 47-	Bridge #161 (Smithfield):	\$500,000.00
Project 48-	IT Software Maintenance and Equipment:	\$ 350,000.00
Projects 49-52	CLOSED	
Project 53-	Town of Yorktown:	\$ 567,000.00 or \$267,000 per year

Mr. Rick Spangler, Human Resource Director, thanked the Commissioners and Mr. Brooke for the assistance and help during the time he served at Human Resource Director. Mr. Spangler will start January 1, 2019 as the Delaware County Clerk.

Mr. Paul Singleton, 911 Director, presented Motorola Solutions service agreement for approval. This is an annual January 1, 2019 through December 31, 2019.

MOTION: Commissioner Henry made a motion to approve Motorola Solutions service agreement.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

Commissioner



MOTOROLA SOLUTIONS

1299 E. Algonquin Road  
Schaumburg, IL 60196  
(815) 247-2346

Date: 13-DEC-2018

Company Name: Delaware County Commissioners  
Attn: 210 S Jefferson St  
Billing Address: 210 S Jefferson St  
City, State, Zip: Moline, IL 61704  
Customer Contact: Bruce Dunn  
Phone: 765-212-7713

ORIGINAL

SERVICE AGREEMENT

Contract Number: USC0000007330  
Contract Modifier: R03

P.O.#: TBD  
Customer #: 1036031425  
Bill to Tag#: 0005  
Contract Start Date: JAN-2019  
Contract End Date: 31-DEC-2019  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC01SVC1102C SVC01SVC1410C SVC01SVC1420C SVC01SVC2007C	REGULATORY SERVICES ASTRO DISPATCH SERVICE ON-SITE INFRASTRUCTURE SERVICE STANDARD SP - LOCAL INFRASTRUCTURE REPAIR SP-ONSITE INFRA RESP	\$193.52 \$628.02 \$2,477.50 \$990.95	\$2,322.20 \$7,536.27 \$29,730.00 \$11,891.43
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Sub Total Taxes Grand Total	\$51,479.90 \$0.00 \$51,479.90

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE AND NOT LIMITED TO.

Subcontractor(s)  
Emergency Radio Service  
Call Center Operations  
City: Moline  
State: IL

I received statements of work that describe the services provided on this Agreement, Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE  
TITLE: *Commissioner* DATE: *12-17-2018*

CUSTOMER (PRINT NAME)  
MOTOROLA REPRESENTATIVE (SIGNATURE)

DATE: 12/14/2018

FILED  
DEC 17 2018

DELAWARE COUNTY CLERK



The full Motorola agreement can be found in the Auditor's office.

**MONTHLY/WEEKLY REPORTS**

Mr. Nate Jones, Veterans Director, thanked the Commissioners for reappointing him as the Veterans Director for 2019.

Mr. Jones said some of the Veterans raised \$500 for a Christmas tree.

**PAYMENTS OF CLAIMS**

MOTION: Commissioner Riggan made a motion to present claims in the amount of \$1,180,312.19

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

**QUESTIONS, PUBLIC COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION**

Mr. Randy Rouse, Past Commander, spoke on behalf of Veterans transportation services that they provide. Mr. Rouse said the van is needing some repairs and asked for assistance from the Commissioners.

Mr. Jones will provide Mr. Rouse with an application.

**RECESS**

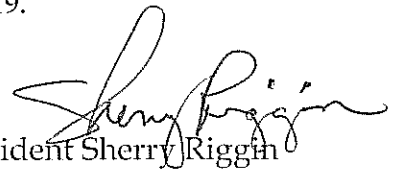
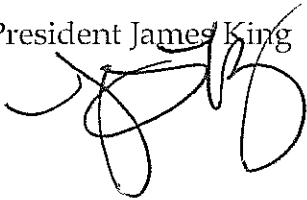
MOTION: Commissioner Riggan made a motion to recess until January 7, 2019.

SECOND: Commissioner

YEAS: Commissioner Riggan, Commissioner Henry, President King

President James King

Vice-President Sherry Riggan



Member, Shannon Henry

Auditor, Steven G Craycraft

