

MONDAY, MARCH 4 @ 9:00 A.M.  
COMMISSIONER'S COURTROOM  
100 W. MAIN STREET  
MUNCIE, IN 47305  
CALL TO ORDER  
PLEDGE TO FLAG

ORIGINAL

**ROLL CALL**

Mr. Shannon Henry  
Mr. James King-absent  
Ms. Sherry Riggin  
Mr. John Brooke, Attorney  
Mr. Steve Craycraft, Auditor

**APPOINTMENT**

MOTION: Commissioner Henry made a motion to reappoint Mr. Steve Graves (4 year term) and appoint Mr. Adam Sewell (4 year term) to Liberty Regional Waste Water Board.

SECOND: President Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

**APPROVAL OF MINUTES**

MOTION: Commissioner Henry made a motion to approve February 19, 2019 minutes.

SECOND: President Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

**CONTRACTS OR AGREEMENTS FOR APPROVAL**

Mr. Jim Flook, IT Director, presented two Tyler Technologies amendments. One agreement will now charge an annual maintenance of \$2,780. The other agreement is for third party hardware, software and services, a one-time fee of \$8,850.

MOTION: Commissioner Henry made a motion to approve both Tyler Technologies agreements.

SECOND: President Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

Mr. John Brooke said he had reviewed both agreements.



ORIGINAL

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Delaware County, with offices at 210 S Jefferson St, Muncie, IN 47305-2816 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of December 8, 2009 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
- 2. The following payment terms, as applicable, shall apply:
  - a. Additional software fees in Exhibit 1 are discounted to \$0.00.
  - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
  - c. Travel expenses shall be invoiced as incurred, as applicable.
- 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Delaware County, IN

By: [Signature]

By: [Signature]

Name: Greg Sebastian Bryce Packer

Name: Sherry Rippard

Title: SVP President, Public Safety Division

Title: Commissioner Pres.

Date: 3/4/19

Date: 3/4/19



Sales Quotation For  
 Delaware County Sheriff Department  
 210 S Jefferson St  
 Muncie, IN 47305-2816  
 Phone: +1 (765) 747-7885

Date: 1/16/2019  
 Quote Expiration: 7/15/2019  
 Quote Name: Delaware County Sheriff Department - CAD AVL and Pre-Arrival Questionnaire Interface  
 Quote Number: 2019-26780  
 Quote Description: CAD AVL and Pre-Arrival

**Tyler Software and Related Services**

Item	Qty	Unit Price	Total Price	Discount	Net Price	Net Total
CAD AVL	1	\$0,000	\$0	\$0	\$0,000	\$1,800
Pre-Arrival Questionnaire Interface	1	\$0,000	\$0	\$0	\$0,000	\$1,800
Other Software						
		<b>Sub-Total:</b>	\$18,000	\$0	\$18,000	\$3,780
		<b>Customer Loyalty Discount:</b>	\$18,000	\$0	\$18,000	\$0
		<b>TOTAL:</b>	\$0	\$0	\$0	\$3,780

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0	\$3,780
Total Tyler Services	\$0	\$0
Total Other Costs	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	\$0
<b>Summary Total</b>	<b>\$0</b>	<b>\$3,780</b>

**Tyler Discount Detail**

Item	Qty	Unit Price	Total Price	Discount	Net Price	Net Total
Computer Aided Dispatch						
CAD AVL	1	\$0,000	\$0	\$0,000	\$1,800	
Pre-Arrival Questionnaire Interface	1	\$9,000	\$0	\$9,000	\$1,800	
Other Software						
		<b>Sub-Total</b>	\$18,000	\$0	\$18,000	\$3,780
		<b>Customer Loyalty Discount:</b>	\$0	\$18,000	-\$18,000	\$0
		<b>Total:</b>	\$18,000	\$18,000	\$0	\$3,780

Amendment-Delaware County IN-CAD AVL and Pre-Arrival-1/17/19 (2019-26780 1.16).doc



ORIGINAL

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Delaware County, with offices at 210 S Jefferson St, Muncie, IN 47305-2816 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of December 8, 2009 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. *Subscription Fees for RedHat:* Your initial 3-year subscription fees for RedHat, as identified in Exhibit 1, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support ([renewals@redhat.com](mailto:renewals@redhat.com)).
  - b. Fixed price services are invoiced upon complete delivery of the service.
  - c. Travel expenses shall be invoiced as incurred, as applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Delaware County, IN

By: [Signature]

By: [Signature]

Name: Greg Sebastian Boyce Proctor

Name: Sherry Riggs

Title: VP  
President, Public Safety Division

Title: Commissioner Proctor

Date: 3/4/19

Date: 3/4/19

### DATA NETWORK SERVICES AGREEMENT

Mr. Flook presented Data Network Services. The agreement is between the Extension office, Purdue and Delaware County AT & T network internet services. Purdue negotiates the price and this is a 3-year agreement. Monthly cost of \$1,024.

MOTION: Commissioner Henry made a motion to approve Data Network Services agreement.

SECOND: President Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

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# 1324

### DATA NETWORK SERVICES AGREEMENT

between

Purdue University and Delaware County

*ORIGINAL*

This agreement made as of March 4, 19 by and between the governments 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 Purdue Extension.

1. WHEREAS the ILight Data Network has agreed to:
  - A. Install, and maintain equipment and circuits necessary to ILight Data Network services, using Ethernet connectivity, to an agreed upon demarcation or point of interface with local area network service on Purdue Extension premises. The network will support the TCP/IP suite of protocols.
  - B. Furnish, install, and maintain additional equipment, circuits, and systems as necessary to provide data network service within Indiana and external to Indiana via other regional networks and the national Internet.
  - C. Be responsible for maintenance of the data service to the demarcation point at Purdue Extension.
  - D. Provide a Network Operation Center (NOC) to monitor network operation, respond to trouble reports and provide for the technical management of the network. NOC service will be provided on 24-hour bases each day.
  - E. Acquire network IP addresses, domain names, and connected status and where necessary, autonomous system numbers where requested.
  - F. Provide secondary domain name service for user sites and arrange for primary and secondary domain name service when needed
2. NOW THEREFORE, Purdue Extension, Purdue AgIT, and the COUNTY hereto agree that:
  - A. Purdue Extension and COUNTY will each provide and maintain the Local Area Network including: equipment, wiring and software support to connect the LAN to the on premise network demarcation point and provide functionality to the Ethernet connection the ILight Data Network.
  - B. Purdue Extension and COUNTY will each designate a Site Coordinator and authorized alternate(s) for the ILight Data Network. This individual will serve as the primary contact for the NOC and NIC on technical matters relating to initial installation of the service as well as continuing maintenance and operating contacts.
  - C. Purdue Extension and COUNTY will each provide local information, user assistance, and other local support as necessary for network users.

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- D. Technical problems will be reported the ILight NOC after first taking reasonable steps to assure the problem is not with the LAN at the site. The NOC will accept trouble calls only from Site Coordinator or a designated alternate.
- E. Purdue Extension and COUNTY will each provide "hand and eyes" and other assistance for trouble shooting problems as requested by the NOC.
- F. Purdue AgIT and COUNTY will, unless provided by ILight, acquire network IP addresses, domain names and where necessary, autonomous system numbers and provide such information to ILight NOC.
- G. Purdue AGIT will arrange with the NOC for Domain Name Service.
- H. Purdue Extension and COUNTY will not allow "back-door" connections to ILight Data Network service unless such connection has been approved in accordance with ILight policy.
- I. Purdue Extension and COUNTY will take reasonable steps to assure that all users are aware of and abide by Acceptable and Ethical Use Policies of the ILight Data Network.
- J. Purdue Extension will invoice COUNTY as billed by ILight for service period; currently the service periods are January 1 through June 30 and July 1 through December 31.
- K. COUNTY agrees to pay promptly on receipt of invoice from Purdue Extension.
- L. ILight shall not be liable for damages of any kind in connection with the use of this service.
- M. Information required by this agreement shall be reviewed and revised by July 1, every three years.
- N. The term of this agreement shall be 07/01/2018 through 06/30/2021. On each anniversary of the expiration date of the initial term, this agreement will be renewed for three years, unless terminated in accordance with section O.
- O. Either part can terminate this agreement with a 60-day notice in writing.

3. Annual Participation Cost

The cost of the 250mb/sec Ethernet Circuit is \$1,324/mo or \$15,888 annually.

	Monthly	Annual Cost	% of Share
Purdue	\$229	\$2,748	17.3%
<u>Delaware</u>	<u>\$1095</u>	<u>\$13,140</u>	<u>82.7%</u>
Cost for 250mb Option	\$1324	\$15,888	100%

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4. Entire Agreement.

This agreement contains the entire understanding of the parties with respect to the matter contained herein. Amendments, modifications or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Agreement.

**Purdue University**

Recommended for

Approval By:  \_\_\_\_\_

Name: Patrick Smoker

Title: Director Agriculture Information Technology

Date: 2/25/2019

**Delaware County**

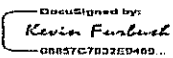
By:  \_\_\_\_\_

Name: Sherry Regin

Title: Commissioner Pres.

Date: 3/4/19

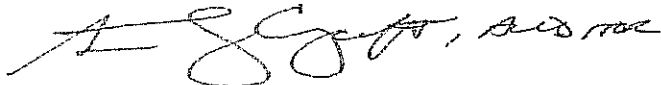
**Approved**

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

Name: Kevin Furbush

Title: Senior Contract Analyst

Date: 2/25/2019



Mr. Flook will provide signatures for agreements once he gets signatures.

COMMISSIONERS AGENDA AMENDMENT

MOTION: Commissioner Henry made a motion to approve the amendment to change the meeting date of the Commissioners meeting to April 22, 2019.

SECOND: President Riffin

YEAS: Commissioner Henry, President Riffin

ABSENT: Commissioner King



**DELAWARE  
COUNTY  
COMMISSIONERS**

James King  
District #1

Sherry K. Riffin  
District #2

Shannon Henry  
District #3

Jeni Honeycutt  
Executive Administrator

100 West Main Street  
Room 309 County Building  
Muncie, Indiana 47305  
Telephone 765.747.7730  
Fax 765.747.7899  
[www.co.delaware.in.us](http://www.co.delaware.in.us)

An Equal Opportunity Employer

February 26<sup>th</sup>, 2019

The Commissioner's will be out of town for the April 15<sup>th</sup> meeting pursuing economic development interests. As a result the Commissioner's are moving this meeting to April 22<sup>nd</sup>. Should there be any questions or concerns feel free to reach out to the Commissioner's office.

Respectfully,

The Delaware County Commissioner's

**ORIGINAL**



POLLING LOCATIONS AGREEMENT FOR THE PRIMARY AND GENERAL ELECTIONS OF 2019

MOTION: Commissioner Henry made a motion to approve 2019 polling locations for primary and general elections.

SECOND: President Riggan

YEAS: Commissioner Henry, President Riggan

ABSENT: Commissioner King

*Polling locations available at [www.co.delaware.in.us](http://www.co.delaware.in.us)*

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT - BRIDGE #501

Ms. Angie Moyer, Project Manager, presented the city/county utility reimbursement agreement. Bids will go out once the agreement is signed by all parties.

MOTION: Commissioner Henry made a motion to approve City/County Utility Reimbursement agreement for Bridge #501.

SECOND: President Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

*\$ 254K*

September 13, 2016

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

*ORIGINAL*

Agreement Amount 50% of \$254,793.14 Des No. N/A

Agreement Type Work by Utility Project No. Delaware #501

Work Description Relocation for Bridge Road Cowan Road

Superstructure Replacement County Delaware

THIS AGREEMENT, made and entered into this 4 day of March

20 19, by and between AT&T Indiana

(hereinafter referred to as the "Utility"), and Delaware County

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

2019 HIGHWAY DEPT. ANNUAL BIDS

Mr. Robert Jessee made recommendations to the commissioners on the highway annual supplies.

Mr. John Brooke, County Attorney, said accepting all bids gives the flexibility of making needed purchases according to where they are working.

MOTION: Commissioner Henry made a motion to accept all bids, going with option 1 with Ag Best for fuel.

SECOND: President Riggan

YEAS: Commissioner Henry, President Riggan

ABSENT: Commissioner King

*ORIGINAL*

2019 - HIGHWAY DEPARTMENT ANNUAL BIDS	
ITEM #2- CRUSHED STONE OR SAND	
BIDDERS: IRVING MATERIALS, INC. (IMI)	
DESCRIPTION	IMI CRUSHED STONE OR SAND, - F.O.B. MUNCIE PLANT - PER TON
#1 STONE	
#2 STONE	\$10.85
#3 STONE	
#7.5 STONE	\$10.85
#10F STONE	\$10.85
#4 STONE	\$11.05
#5 STONE	\$12.05
#8 STONE	\$11.16
#9 STONE	\$11.35
#11 STONE	\$11.35
#12 STONE	\$8.85
UNIFORM RIP RAP	\$14.80
CLASS 1 & 2 RIP RAP	\$38.50
REVTMENT RIP RAP	\$17.70
FILL SAND	\$7.70
#23/24 SAND	\$8.95
PEA GRAVEL/#12 GRAVEL	\$10.15

\*NOTE: BID BOND SUBMITTED

2019 - HIGHWAY DEPARTMENT - ANNUAL BIDS			
ITEM NO. 3 - FUEL BIDS			
BIDDERS: AGRBEST			
PRODUCT	UNIT	AGBEST (OPTION 1)	AGBEST (OPTION 2)
UNLEADED GASOLINE EIGHTY-SEVEN (BY OCTANE)	GALLONS	\$1.5920	\$1.7390
BLENDED DIESEL	GALLONS		
NO. 2 ULTRA LOW SULFUR CLEAR DIESEL	GALLONS		
COUNTRY BRAND 67 E10 PLUS	GALLONS		
BLENDED DIESEL FUEL WITH 4% KERO	GALLONS	\$2.1150	
#2 DIESEL FUEL	GALLONS	\$2.0280	\$2.1400
B-20	GALLONS	\$2.0390	
NOTES: BID BOND INCLUDED SIBL TO ESCALATION ESCALATION			

2019 - HIGHWAY DEPARTMENT ANNUAL BIDS					
ITEM NO.1- ASPHALT TAKES & LIQUID ASPHALT					
BIDDER: ASPHALT MATERIALS, FFB PAVING, MILESTONE CONTRACTORS					
PRODUCT	ASPHALT MATERIALS, INC./ DELIVERED PER GALLON	ASPHALT MATERIALS/FOE PAINT PER GALLON			
AS-50					
AS-50	\$1.850	\$1.85			
AS-4					
AS-7					
AS-150					
AS-200					
AS-200					
AS-200 (JUST CONTROL QM)					
AS-305	\$1.600	\$1.00			
DUSTING /LIQUID PAINT CONTROL	\$1.750	\$1.15			
AS-RT/PAK	NO BID	\$1.20			
NOTES	SUBJECT TO ESCALATION/DE-ESCALATION				
	INDEXED INCLUDED				

ADDENDUM TO CLAIMS ADMINISTRATION  
AGREEMENT BETWEEN DELAWARE COUNTY AND GPA

Mr. Brooke presented the addendum to the third party claim administration agreement for health insurance. Delaware County has a third party administrator and is self-assured with health claims and prescription claims. The agreement is for the third party administrator to review and obtain discounts. The agreement was reviewed by the Insurance Committee last year.

MOTION: Commissioner Henry made a motion to approve the addendum to the claims administration agreement between Delaware County and GPA.

SECOND: President Riggan

YEAS: Commissioner Henry, President Riggan

ABSENT: Commissioner King

**ADDENDUM**  
to the Claims Administration Agreement  
between DELAWARE COUNTY GOVERNMENT (Client)  
and GROUP & PENSION ADMINISTRATORS, INC. (GPA)

This Claims Administration Agreement Addendum is entered into this 1st day of January 2019, by and between Delaware County Government, an Indiana municipality (the "Client"), and Group & Pension Administrators, Inc., a Texas corporation (the "Claims Administrator").

Therefore, by signing this Claims Administration Agreement Addendum, the Client authorizes GPA to follow the terms and conditions set forth in said Agreement and any Addendum to it.

Replacement Section 6.1:

6.1 Basic Compensation. A maintenance fee of \$500 will be paid to the Claims Administrator upon renewal of this Agreement.

The following monthly fees, in addition to any fees described in an Addenda to this Agreement, will be payable on the first day of each month, based on the Covered Person count on such date, and will be in effect beginning with the Effective Date and will continue during the term hereof until revised in writing by both parties to this Agreement:


- (a) **For the Claims Administrator:**
    - (1) **MONTHLY**
      - (A) Per Employee during the term of this Agreement \$22.00
      - (B) Per Employee during the term of this Agreement (Any outside product) \$1.00
      - (C) Monthly Minimum Fee \$7,211.00
      - (D) PHCS PPO Service Fee \$4.75
      - (E) Cost Containment Services 25% of savings
      - (F) COBRA/HIPAA Administration Service Fee \$1.50
- The above fees are for the services outlined in Article I of this Agreement. The fees may be revised if the Employer requires additional services not listed in Article I or fails to provide services agreed upon in Article IV.
- (2) **UTILIZATION REVIEW SERVICES**
    - Notification: Per Employee Per Month during the term of this Agreement \$3.00
    - Care Management \$135 per hour
    - Physician Review \$300 per hour
  - (3) **SPECIAL CLAIMS CHARGE (if applicable)**
    - (A) Post contract payment Percent of paid claims 10%
    - Monthly Minimum \$250
  - (4) **MISCELLANEOUS CHARGES**
    - (A) Restatement of Summary Plan Description for medical/dental/vision (if applicable) \$1,000
    - (B) Restatement of Summary Plan Description for dental only \$ 500
    - (C) Summary of Benefits and Coverage (SBC) \$500 per SBC
    - (D) Translation of the Summary of Benefits and Coverage will be billed on an actual cost basis to the Plan.
    - (E) Enrollment Forms, Summary of Benefits, Amendments, and/or Employee Booklets re-issued due to changes requested by the Employer after the initial



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	enrollment will be billed on an actual cost basis to the Plan.	
(F)	External Appeal	\$98 plus IRO hourly rate
(G)	Printing of Employee Booklets, I.D. Cards, and PPO Directories will be billed on an actual cost basis to the Plan.	
(H)	Home Mailing of ID Cards by Claims Administrator	\$2.50 per employee
(I)	Renewal Expense; At Employer/Client's written request, Claims Administrator will provide assistance and services at renewal to include printing of materials, staff travel expenses for re-enrollment meetings, and other services mutually agreed upon by Employer/Client and Claims Administrator. Expenses for the services provided under this section shall be itemized and invoiced to Employer/Client	
(J)	Programming charges for non-standard reports	\$225/hour
(K)	Plan changes made after Plan Benefits are entered into GPA system	\$125/hour Minimum \$250
(L)	Additional Benefit Plan Options added after initial set-up completed	\$500
(M)	Explanation of Benefits (EOB)/Check copies to Employer (upon request)	\$0.09 per page
(S)	<b>MONTHLY LATE CHARGE</b> Owed each month for any premium payment received by the Claims Administrator after the last day of the month that the premium payment was due	\$250
(b)	<b>For Agent of Record:</b> Apex Benefits Group, Inc.	
	(1) <b>MONTHLY</b>	
	(A) Per Employee during the term of this Agreement	\$5.00
	(B) Percent of Specific & Aggregate Premium	15%
	(C) Percent of Transplant Program Premium	10%
(c)	(1) <b>MONTHLY</b>	
	(A) Apex Rx Advisory Fee	\$2.00

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1<sup>st</sup> day of January, 2019.

Delaware County Government  
 By:   
 Printed Name: Sherry D. Enoch  
 Title: Commissioner - F&S  
 Date: 3.4.19

Group & Pension Administrators, Inc.  
 By: \_\_\_\_\_  
 Printed Name: Kathy Enochs  
 Title: Chief Operating Officer  
 Date: \_\_\_\_\_

**ORDINANCES**

Mr. Brooke presented Ordinances 2019-008, 2019-009 and 2019-10 for first reading. There ordinances are setting ups state funds for reimbursement grants.

ORDINANCE APPROVING THE ACCEPTANCE OF THE INDIANA HOMELAND SECURITY FOUNDATION GRANT AWARD AND AUTHORIZING THE ESTABLISHMENT OF NECESSARY GRANT FUND ORDINANCE 2019-008

ORDINANCE APPROVING THE ACCEPTANCE OF THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT AWARD AND AUTHORIZING THE ESTABLISHMENT OF NECESSARY GRANT FUND ORDINANCE 2019-009

ORDINANCE APPROVING THE ACCEPTANCE OF THE EMERGENCY MANAGEMENT PERFORMANCE GRANT AWARD AND AUTHORIZING THE ESTABLISHMENT OF NECESSARY GRANT FUND ORDINANCE 2019-010

MOTION: Commissioner Henry made a motion to introduce Ordinances 2019-008, 2019-009 and 2019-10 for first reading.

SECOND: President Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

MOTION: Commissioner Henry made a motion to suspend the rules for Ordinances 2019-008, 2019-009 and 2019-10.

SECOND: President Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

MOTION: Commissioner Henry made a motion to adopt Ordinances 2019-008, 2019-009 and 2019-010.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, President Riggin

ABSENT: Commissioner King

*Ordinances available at [www.co.delaware.in.us](http://www.co.delaware.in.us)*

**RESOLUTIONS FOR APPROVAL**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, IN  
APPROVING THE ISSUANCE OF BONDS OF THE DELAWARE COUNTY REDEVELOPMENT  
COMMISSION RELATING TO THE INDUSTRIA CENTRE ALLOCATION AREA, MAGNA  
ALLOCATION AREA,  
AND PRL ALLOCATION AREA, AND RELATED MATTERS  
RESOLUTION NO. 2019-006A**

MOTION: Commissioner Henry made a motion to *table* Resolution No. 2019-006A Resolution of the Board of Commissioners of the County of Delaware, IN Approving the Issuance of Bonds of the Delaware County Redevelopment Commission Relating to the Industria Centre Allocation Area, Magna Allocation Area, and PRL Allocation Area, and Related Matters

SECOND: President Riggan

YEAS: Commissioner Henry, President Riggan

ABSENT: Commissioner King

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, IN  
REGARDING THE AMENDMENT OF THE INDUSTRIA CENTRE ECONOMIC DEVELOPMENT PLAN  
RESOLUTION NO. 2019-007A**

Mr. Brooke said Resolution No. 2019-007A, a Resolution of the Board of Commissioners of the County of Delaware, IN regarding the Amendment of the Industria Centre Economic Development Plan was confirmed by unanimous action of Plan Commission in February, 2019. This is an amendment to TIF area allocation for trail project. This was passed by Plan Commission. Redevelopment Commission. A public hearing will be held March 14, 2019.

Mr. Brad Bookout, Economic Development, said the Plan Commissioner approved the Resolution and the sidewalk project will not raise taxes.

MOTION: Commissioner Henry made a motion to approve Resolution 2019-007A, regarding the Amendment of the Industria Centre.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, President Riggan

ABSENT: Commissioner King

RESOLUTION NO. 2019-007

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF DELAWARE, INDIANA,  
REGARDING THE AMENDMENT OF THE  
INDUSTRIA CENTRE ECONOMIC DEVELOPMENT PLAN**

ORIGINAL

WHEREAS, the Delaware County Redevelopment Commission ("Commission"), did on January 10, 2019, adopt an amendment to the declaratory resolution ("Declaratory Resolution") amending and restating the Economic Development Plan (the "Plan") for the Industria Centre Economic Development Area (the "Area") under IC 36-7-14; and

WHEREAS, the proposed amendments to the Plan consist amendments to the project list to be completed in the Area (the "Plan Amendments"); and


WHEREAS, the Board of Commissioners of Delaware County (the "County Commissioners") reviewed the Declaratory Resolution as confirmed, the Commission's Plan approved by the Declaratory Resolution and the written order of the Delaware-Muncie Metropolitan Plan Commission regarding the Declaratory Resolution and the Plan;

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

1. The County Commissioners hereby find and determine that it will be of public utility and benefit and in the best interests of Delaware County to adopt the Plan Amendments, and that the public health and welfare will be benefited by the Plan Amendments.
2. The amendments to the Economic Development Plan for the Industria Centre Economic Development Area as described in the Declaratory Resolution and in Exhibit A to the Declaratory Resolution are hereby approved.
3. This resolution shall be effective from and after passage.

PASSED AND ADOPTED by the Board of Commissioners of Delaware County, Indiana, this 4 day of March, 2019, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

BOARD OF COMMISSIONERS OF  
DELAWARE COUNTY, INDIANA

By:   
President

ATTEST:

  
Delaware County Auditor

19913141

**DEPARTMENT HEADS AND ELECTED OFFICIALS**

\*Mr. Paul Singleton, Director of 911, updated the Commissioners on the grant for a new telephone system. Mr. Singleton thanked the Commissioners for partnering with 911 to get the project started. Singleton will update the Commissioners as needed.

\*\*Mr. Brooke said he had not been served but was provided notice of a lawsuit from Muncie Redevelopment Commission about accounting issues with TIF districts. Mr. Brooke said he was not contacted by the city, however this will not hold up the Jail project. Mr. Brooke will need to review the information.

Commissioner Henry said there was no telephone calls or any notices received. Muncie owes \$265,485 for Enhanced 911 4<sup>th</sup> quarter of 2018, \$174,227 (city share) for health benefits for 911 Center and \$146,119 (city share) for 2018 health benefits. Ms. Jeni Honeycutt, Executive Assistant had sent letters, hand delivered letters and sent numerous emails to Mr. Kevin Nemyer about payment. A lawsuit costs taxpayers money and Commissioner Henry is aggravated.

Mr. Steven Craycraft, Auditor, confirmed that no monies have been received as of date.

Mr. Brooke will send a demand letter to the city for the first quarter of 2018.

\*\*\*Commissioner Henry said Commissioner King's wife is ill and asked that thoughts and prayers be remembered for them both.

**MONTHLY/WEEKLY REPORTS**

**PAYMENTS OF CLAIMS**

MOTION: Commissioner Henry made a motion to approve claims in the amount of \$1,299,775.94.

SECOND: President Riggini

YEAS: Commissioner Henry, President Riggini

ABSENT: Commissioner King

**RECESS**

MOTION: Commissioner Henry made a motion to recess until March 18, 2019.

SECOND: President Riggini

YEAS: Commissioner Henry, President Riggini

ABSENT: Commissioner King

President Sherry Riggini

Member Shannon Henry

Vice President James King

Auditor Steven G Craycraft