

MONDAY SEPTEMBER 3, 2019 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
COMMISSIONER MEETING
100 W. MAIN STREET
MUNCIE, IN 47305
PLEDGE TO FLAG
MOMENT OF SILENCE

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggin
Mr. John Brooke, Attorney
Ms. Denise Smith, Auditors office
Mr. Steven G Craycraft, Auditor

APPOINTMENTS

Ms. Becky Daugherty, Soil Health Coordinator, introduced Mr. John Newby. Mr. Newby is reappointed as the Supervisor of Delaware County Soil and Water (conservation district). President Riggin swore Mr. Newby in, his term is January 1, 2019-December 31, 2021.

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve August 19, 2019 Commissioner minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

CONTRACTS OR AGREEMENTS FOR APPROVAL

Mr. John Brooke, County Attorney, presented the Highway-Bridge-Engineering Handbook.

MOTION: Commissioner King made a motion to approve The Delaware County Highway Department Handbook.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

Ms. Emily Anderson, Court Administration presented the BIS Agreement for IV-D Court recording system.

MOTION: Commissioner King made a motion to approve the BIS Agreement.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

ORIGINAL



Wiring Legend:
 - Audio:
 - HDMI:
 - VGA:
 - Computer:
 - Network:
 - USB:
 *** Where Applicable

Confidential
 Delaware County, Title IV-D Court (IN) Q-8013566



Date Friday, August 16, 2019

Quote Number Q-8013566-8.16.2019
 Update IV-D Court, Delaware County, Title IV-D Court (IN)

Sales Consultant Michael Morin
 (800) 834-7674 ex. 4509 / michael.morin@bisdigital.com

Primary Contact Emily Anderson, Court Administrator
 100 West Washington Street
 Muncie, IN 47305
 (765) 747-7734 / (765) 741-5792 (Fax)
 eanderson@co.delaware.in.us (Email)

Billing Address IV-D Court, Delaware County (IN) / A-1001935
 100 West Main Street
 Muncie, IN 47305

Shipping Address Same

Users To Train 2 or 3 as needed

Wiring Required No

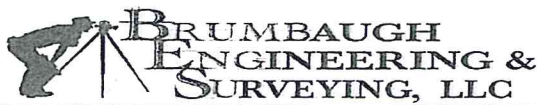
Full signed agreement located in Auditor's office.

Ms. Angie Moyer, Project Manager, presented the variance request by Brumbaugh Engineering & Surveying, Inc. for Progress Rail Services.

MOTION: Commissioner King made a motion to approve the variance request from Brumbaugh Engineering & Surveying, Inc. for Progress Rail Services.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggins



2270 South Miami Street | West Milton, Ohio 45383 | Phone: 937.698.3000 | Fax: 937.698.3928

To: Delaware County Commissioners
100 W. Main St. #309
Muncie, Indiana 47305

Re: Request for Variance to Delaware County Drainage Ordinance

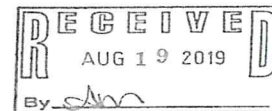
Comments:

This letter is to request a variance to the Delaware County Drainage Ordinance on behalf of Progress Rail Services. We are requesting an exemption to the storm water detention requirements of the ordinance for the addition of a 66' x 141' canopy addition to be located on the site. Attached to this letter is our drainage plan in which our calculations show no impactful increase in runoff from the canopy addition. Triad Associated, Inc. has reviewed the drainage plan, and attached is their letter of approval which supports this variance request.

We appreciate your timely response to this matter.

If you have any questions or comments, please call me.

Very Sincerely,



Philip Brumbaugh, PE

Handwritten signature of the Auditor, with the word 'AUDITOR' written in capital letters below it.

Ms. Moyer presented the LPA Consulting contract for Bridge #161-DES #9680560. INDOT recommended separating a line item into a separate contract. This is for Buying/Negotiations Services and is at no additional cost to Delaware County. LPA Consulting contract is for \$16,065.00 and is 80% reimbursable.

MOTION: Commissioner Henry made a motion to approve the LPA Consulting contract for Bridge #161-DES #9680560.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

The Public Hearing on Bridge #161, held August 21, 2019, was regarding speeding around the school/bridge and trespassing onto properties while launching canoes/kayaks.

President Riggin and Ms. Moyer both agreed to ask that the Sheriff monitor this location.

President Riggin asked Mr. Brooke if anything could be placed around the bridge/river regarding canoes/kayaks and the hours permitted to be on the river.

Mr. Brooke will find out the role of DNR about canoes/kayaks.

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between Delaware County, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and CHA Consulting, Inc ("the CONSULTANT"), [an individual residing in the State of New York] [a corporation/limited liability company organized under the laws of the State of New York].

Des. No.: 9680560

Project Description: Delaware County Bridge 161 replacement on new alignment

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2023. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 16,065.00.

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

Ms. Moyer presented the contract supplement #1 for Bridge #161, removing the line item for buying and negotiations for right of way and adding substructure redesign for \$5,000.00. The bridge design started with a different engineering firm. The current team of CHA Consulting said during evaluation that they felt the bridge was over designed. CHA Consulting believes that they can save \$60,000 to \$70,000 for the new bridge. The Contract Supplement is for an additional \$5,000.00 and is 80% reimbursable.

Ms. Moyer presented the contract supplement #1 for Bridge #161, removing the line item for buying in negotiations for right of way. The bridge design started with a different engineering firm. The current team of CHA Consulting said during evaluation that they felt the bridge was over designed. CHC Consulting believe that they can save \$6,000 to \$7,000 on the bridge.

LPA Consulting contract is \$16,065 and is 80% reimbursable.

MOTION: Commissioner King made a motion to approve the contract supplement #1 for Bridge #161.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Rigglin

CONTRACT SUPPLEMENT No. 1

THIS SUPPLEMENTAL AGREEMENT ("Supplement Agreement") is made this _____ day of _____, 2019 between Delaware County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and CHA Consulting, Inc. ("the CONSULTANT"), a corporation/limited liability company organization under the laws of the State of Indiana.

Des No. 9680560

WHEREAS, on January 7, 2019, the LPA entered into a Contract with the CONSULTANT for services required for the Preliminary Engineering Services of Delaware County Bridge No. 161 Replacement, herein after referred to as the Contract, and

WHEREAS, the LPA and the CONSULTANT have determined that a modification of the Contract is required to modify the term of the Contract, and

WHEREAS, the LPA has requested changes to the contract, changes which will impact preliminary engineering and R/W Acquisition services, and

NOW THEREFORE, the parties agree that the Contract shall be modified by this supplement No. 1 in accordance with the following:

I. Section IV of the Contract shall be modified as follows:

Section IV shall be MODIFIED to Read:

SECTION IV COMPENSATION The LPA shall pay the CONSULTANT for the Services performed under the Contract as set forth in Appendix "D" which is herein attached to and made integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ ~~371,900.00~~ \$360,835.00.

II. Appendix A of the Contract shall be modified as follows:

Appendix A, Section 5 & 6 Road and Bridge Design, shall be MODIFIED to read:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation (INDOT) and Federal Highway Administration. The scope of services included in this agreement is based upon the "INDOT LPA Guidance Document for Local Federal-Aid Projects", dated ~~August 2013~~ September 26, 2017.

Add the following Bridge Design Elements under Section 5 & 6 Tasks:

- *Redesign of Previous substructure*

Add the following Bridge Design Assumptions under Section 5 & 6 Assumptions:

- *The previous substructure is over design and will be redesigned to reduce construction costs*

Remove the following Right of Way Engineering, Staking, and Acquisition under Section 10 Tasks:

8. **Buying:**

SETTLEMENT AGREEMENT

Mr. Brooke presented the Settlement Agreement. This is for a purchase of land regarding trails. The settlement is a request of \$16,000.

MOTION: Commissioner King made a motion to approve the Administrative settlement.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggins

ORIGINAL

MEMORANDUM

TO:	Board of Commissioners Delaware County, Indiana	DATE:	August 29, 2019
FROM:	Matt Healy VS Engineering	RE:	Project: 18-3986 Road: Muncie Industrial Ctr Trail County: Delaware Code: NA Parcel: 27 Owner: Dennis Nixon
BUYER:	Stephen Klineman, Specialized Land Services, Inc.		
SUBJECT: Recommendation for Administrative Settlement			

The County's fair market value determination of \$12,400.00 for 4.018 acres of permanent easement was offered to the owner. He rejected this offer stating that he should have an additional \$3,600.00. The owner requested the additional compensation based upon a broker opinion letter that he received (attached), which placed a value on the underlying property at \$18,000.00 to \$19,700.00 per acre as opposed to the \$12,000.00 per acre value used in the appraisal.

The additional settlement amount of \$3,600.00 is based on the attached written broker opinion letter obtained by the owner, but which is an amount that was negotiated down from the owner's initial counter-offer of an additional \$7,100.00.

The Board of Commissioners of Delaware County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The additional compensation the owner is asking for represents an increase of 29% over the appraised amount. I support a settlement of \$3,600.00 additional compensation, or \$16,000.00 total compensation.

As an alternative, the condemnation process takes an average of 475 days, adds an average of 30% over the appraised value to the cost of acquisition, and will incur court costs as well. It would cost the County approximately \$10,000.00 to acquire this property through condemnation proceedings. There is also the possibility that up to a \$25,000.00 litigation fee could be paid to the owner's attorney should he receive a favorable jury award.

In the interest of expediting the acquisition and controlling costs, the Board of Commissioners of Delaware County has determined that an administrative settlement is reasonable, prudent, and in the public interest.


AND FOR



Ms. Marta Moody, Plan Commission Director, presented the agreement for contractual services. This agreement is to allow Mr. Steven Minnick to fill in on professional services, as needed, until Ms. Moody hires another Building Commissioner.

MOTION: Commissioner Henry made a motion to approve the agreement for contractual services.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggins

Commissioners September 3, 2019

**DELAWARE COUNTY COMMISSIONERS
AGREEMENT FOR CONTRACTUAL SERVICES**

ORIGINAL

THIS AGREEMENT is made and entered into this day by and between the Delaware County Commissioners, hereinafter referred to as "Commissioners", and the individual Steven G. Minnick, 6301 N. Morrison Road, Indiana, 47304, building, construction and inspection services professional, hereinafter referred to as "Consultant".

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

1. **Services.** The Consultant will provide permitting and code enforcement services dealing with construction and demolition of buildings and structures including: On-site inspections to determine compliance with Delaware County Codes regarding building, electrical, plumbing and HVAC construction/installations; approval of building permits and certificates of occupancy; investigate and respond to complaints regarding building codes/ordinances; issuance of stop work orders and notices of violation regarding building codes/ordinances; review and approve construction plans; and review and process unsafe building determinations. Consultant is an independent contractor and this Agreement shall not be deemed to create a relationship of employment, partnership, agency, or joint venture.
2. **Work Product.** All work products created by Consultant pursuant to this Agreement shall be the property of Delaware County, Indiana.
3. **Term of Agreement.** This Agreement shall commence on September 3, 2019 and shall terminate on November 1, 2019 unless extended by agreement of both parties.
4. **Administration of Agreement.** This agreement shall be administered by and through the Delaware-Muncie Metropolitan Plan Commission (DMMPC).
5. **Compensation for Services.** Compensation shall be paid on an hourly basis at a rate of twenty-five dollars (\$25.00) per hour. Time sheet records shall be maintained by the Consultant and submitted weekly to the DMMPC Office Manager. Payments shall be made under established schedules for payment of claims by the Commissioners. Compensation shall not include any benefits such as unemployment insurance, health insurance or

worker's compensation. Consultant is responsible for payment of all federal, state and local taxes.

6. Termination. This agreement may be terminated at any time by either party giving prior written notice of such termination ten (10) days prior to said termination.
7. Indemnification. The Consultant shall indemnify and hold harmless the Commission, its officers, agents and employees from any and all claims, losses, damages, liability and expenses in connection with claims or suits for damage to property and/or injury to persons by or as a result of Consultant performing services under this agreement.
8. Applicable Law. This agreement shall be governed by the laws of the State of Indiana and all applicable federal regulations including nondiscrimination.

DATED this 3rd day of September, 2019.

CONSULTANT


Steve Minnick

DELAWARE COUNTY COMMISSIONERS


Sherry Riffin, President


Shannon Henry, Member


James King, Member

ATTEST:

Steven Craycraft, Auditor

Page 2 of 2

ORDINANCES FOR FIRST READING CREATING A NEW FUND FOR PHEP COOPERATIVE AGREEMENT FUNDS ORDINANCE 2019-018

Mr. Jammie Bane, Administrator, said this is monies that the Health Department has received. This is an ongoing grant.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2019-018, Creating a New Fund for PHEP Cooperative Agreement Funds.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riffin

Commissioners September 3, 2019

MOTION: Commissioner Henry made a motion to suspend the rules for Ordinance 2019-018, Creating a New Fund for PHEP Cooperative Agreement Funds.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riffin

MOTION: Commissioner Henry made a motion to approve Ordinance 2019-018, Creating a New Fund for PHEP Cooperative Agreement Funds.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riffin

ORDINANCE NO. 2019-018

Creating a New Fund for PHEP Cooperative Agreement Funds

ORIGINAL

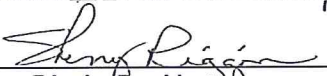
WHEREAS, the Delaware County Health Department receives funds from the Indiana State Department of Health;

WHEREAS, the funding source origin CFDA number differs from previous grant cycles;

WHEREAS, it is necessary to establish a new fund in the Auditor's Office into which the proceeds will be deposited;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT: The Delaware County Health Department shall be permitted to establish a fund entitled PHEP COOPERATIVE AGREEMENT and has issued a budget fund number of 8147 PHEP CFDA 93.069 with respect to these funds and such funds are non-reverting, further the expenditure of said funds shall not require appropriation by County Council.

Dated this 3 day of September, 2019


Sherry Riffin, President


Shannon Henry, Vice President


James King, Member

Delaware County Commissioners

ATTEST:


Steven G. Craycraft, Auditor

DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Brooke presented the request of Convention and Tourism Commission as employees, per recommendation of State Board of Accounts, for benefit and insurance purposes. There is nothing in the statute stating Delaware County has to treat Convention and Tourism Commission as Delaware County employees. There is no basis for this, per Mr. Brooke. State Board of Account should not be making legal recommendation.

Commissioner Henry said he is worried that one of the employees would have a major medical event that Delaware County would then have to pay.

Commissioner King said being self- insured, \$200,000 has to be paid before insurance even kicks in. Commissioner King said he does not want to see the county obligated to pay any of \$200,000. The insurance provider will need to be contacted to determine details.

MOTION: Commissioner Henry made a motion to table Convention and Tourism Commission information regarding insurance.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

Mr. Nate Jones, Veterans Office, presented information for Delaware County Stand Down & Resource Fair.

Mr. Ralph Smith, Veterans Office, spoke about the work study program and work assessment. Veterans and their dependents are helped through the education program.

Mr. Jones said no one will be turned away from the Veterans Office for help and services in Delaware County.

IN MEMORY OF MARY-ANN IESTER, FOUNDER

**DELAWARE COUNTY
STAND DOWN & RESOURCE FAIR**
BRING PROOF OF MILITARY SERVICE

FRIDAY, SEPTEMBER 20, 2019
OPENING CEREMONY: 9:30 A.M.
EVENT: 10:00 A.M. – 2:00 P.M.
DELAWARE COUNTY FAIR GROUNDS
HEARTLAND BUILDING

SERVICES

HAIRCUTS * MEDICAL & DENTAL CHECK UPS * COMFORT ITEMS
COMMUNITY SERVICES * VA PROGRAMS AND SERVICES
FOOD * CLOTHING * BLANKETS
EDUCATION * TRAINING * EMPLOYMENT

LUNCH

VETERANS * VENDORS * VOLUNTEERS

FOR MORE INFORMATION CONTACT
DELAWARE COUNTY VETERAN AFFAIRS OFFICE: 765-747-7810
NATE JONES – RALPH SMITH – CHRISTIE SMITH

Mr. Paul Singleton, Director of 911, presented the summary of the approval to apply for the grant. This is a reimbursement grant. Mr. Singleton proposes a lump sum, saving on financing costs. This will keep 911 up to speed. Mr. Singleton thanked the Commissioners for allowing the air conditioning to be prepared. The project has been discussed with City of Muncie. EMS service date is not known at this time. The 911 Board is aware of the project. Dispatching the city would need to be placed in writing before anything can be done.

Mr. Brooke confirmed with Commissioner King that if the City of Muncie stays with 911, half of the cost would be paid by the city, according to the 2011 interlocal agreement.



August 23, 2019

Paul Singleton

I have reviewed the AT&T proposal for the VESTA 911 upgrade and believe that we are prepared to request Craig Bennett to submit an Agreement. I have also reviewed the 911 Grant Notice from the Indiana Statewide 911 Board which gives us the authority to proceed with this project.

The AT&T proposal contains cost elements that effective January 1, 2020 Delaware County will no longer be financially responsible for. The Statewide 911 Board through their contract with AT&T is assuming all call delivery costs from your legacy environment. We will request in the new Agreement that those charges be removed. Those include:
911 Network/Selective Routing
911 Database Management

We will also ask that the new Agreement eliminate the reoccurring cost for Wireless call delivery.

These financial adjustments will save Delaware County approximately \$ 722,880 over ten years.

Your grant application sought a total of 14 positions, ten at the Center and four back up positions. The Statewide 911 Board guidelines did not allow grant money to be used for backup equipment, therefore your grant was awarded on the ten positions in the Center.

The Grant is a reimbursable grant to Delaware County, meaning that the County pays 100% of the costs of the project and seeks reimbursement from the Statewide 911 Board.

I recommend that Delaware County select the 10 Year Agreement-Lump Sum Payment option proposed by AT&T. A combination of the grant reimbursement and cost savings identified positions the County to avoid making loan payments and having the finance charges for the next ten years.

It is my understanding that AT&T will not require payment until the project is installed and the 911 call traffic has been "cut" to the new system. AT&T has advised that the project will not be completed until after the first of 2020.

Please review this information and if you have any questions please let me know. Additionally, please share this information with Commissioners and Council as appropriate.

I look forward to working with you throughout the project.

Barry

Commissioners September 3, 2019



Project Financials

10	VESTA 911 Positions	\$ 1,050,000.00
4	VESTA Command Posts (backup)	\$ 345,000.00
	Total	\$ 1,395,000.00
	Federal Grant Award	\$ 630,000.00
	Balance (County Funds)	\$ 765,000.00
	Fund #1222 Appropriation	\$ 350,000.00
	County Funds Obligated	\$ 415,000.00

*Upon receiving the reimbursement from the Statewide 911 Board, Delaware County is responsible for reimbursing any Fund in which money was used for the project. Reimbursement should be proportionate to each Fund as determined by Delaware County.

PAYMENTS OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$1,595,309.45.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

QUESTIONS, PUBLIC COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

Mr. Jeff Waters, Muncie, Indiana, is living with West Nile disease. Mr. Waters is very concerned that Delaware County is not doing enough to make the community aware of West Nile. Delaware County should spray for mosquitoes.

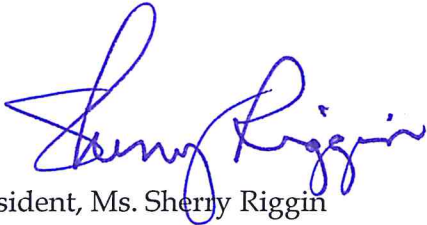
Mr. Jammie Bane, Health Administrator, discussed the funding, budget, and cost of a controlled program. The effect of fogging is very minimal and the chemical is very expensive. Muncie Sanitary District have two or three foggers within the City of Muncie. Treating mosquitos is a much larger problem. The Health Department have annual press releases. It is impossible to treat the area with the resources that are available.

RECESS

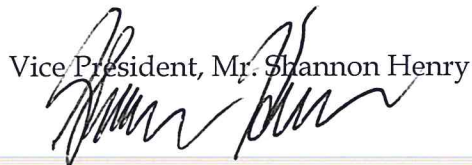
MOTION: Commissioner King made a motion to recess until September 16, 2019.

SECOND: Commissioner Henry

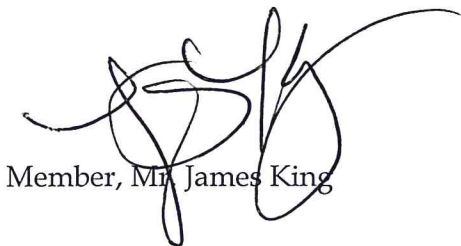
YEAS: Commissioner Henry, Commissioner King, President Riggin



President, Ms. Sherry Riggin



Vice President, Mr. Shannon Henry



Member, Mr. James King



Auditor, Mr. Steven G Craycraft