

DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, FEBRUARY 5, 2024 @ 9:03 A.M.
COMMISSIONERS COURTROOM
100 W. MAIN ST. ROOM 309A
CALL TO ORDER
WELCOME
PLEDGE TO FLAG

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, County Attorney
Mr. Ed Carroll, Auditor

COMMISSIONERS MEETING JANUARY 16, 2024

MOTION: Commissioner Henry made a motion to approve Commissioners meeting from January 16, 2024.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

PRESENTATIONS

CONTRACTS OR AGREEMENTS FOR APPROVAL

FIDLAR LIFE CYCLE 5 YEAR EXTENSION

Ms. Jan Smoot, Recorder, presented the Fidler Life Cycle 5-year extension. The renewal is paid from the perpetuation fund. The amount of the contract is \$42,755.

MOTION: Commissioner Henry made a motion to approve the Fidler Life Cycle 5-year extension.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

A24-3271

42,755.

2/5/2024

ORIGINAL



**Delaware County Indiana Recorder
5 Year Land Records Life Cycle Extension**

This Extension is made this 5 day of February, 2024 between the Delaware County Indiana Recorders Office (the "CLIENT") and Fidar Technologies ("Fidar"). This agreement was previously approved and executed by the Delaware County Recorder on May 18th, 2009, and extended on January 6th, 2015, and January 3rd, 2020. The agreement is hereby extended for a 5-year period commencing on January 6th, 2024

Software or Service	Cost
Software (LifeCycle Payment)	Yrs 1-5 \$42,760.00
AVID Software	Included
eRecording	Included
SSN Redaction (Historical & Daily)	Included
AVID iNspect Assisted Indexing	Included
Search for Public Workstations	Included
Future Land Recording Software	Included
Iris	Included
Anchor	Included
Swift	Included
Future Software Modules	Included
Defined by Fidar as LifeCycle	
Support \ Maint. Services	Included
Bastion (AVID Hosting)	Separate Addendum
Installation and Configuration	Included
Workflow	Included
Project Management	Included
Data Conversion	Included
Image Conversion	Included
Training	Included
Remote Access & Subscription	
Laredo, Tapestry, Monarch	Separate Addendum
Community Outreach Products	
Property Fraud Alert	Included
Honor Rewards	Included

PAYMENT MILESTONES AND DATES:
-LifeCycle Payments will be invoiced on same schedule for the next 5 years.

DELAWARE COUNTY INDIANA RECORDER



FIDLAR TECHNOLOGIES LIFECYCLE SERVICE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents
- ◆ Software Maintenance to the currently licensed Fidar developed Software Products
- ◆ Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- ◆ Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- ◆ Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- ◆ Any form of ownership or perpetual license to Fidar developed software products
- ◆ Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Any needed or requested training except as stated in the above section
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract
- ◆ Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- ◆ Support to new or existing Fidar Technologies Products not covered by this contract
- ◆ Operating System versions or their support or installation
- ◆ Database Management System versions or their support or installation



- ◆ Diagnosis or correction of problems caused by operator negligence
- ◆ Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- ◆ Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- ◆ Conversion costs for changes to database structure, if needed

BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION HAS BEEN READ AND ACCEPTED:

DELAWARE COUNTY RECORDER

FIDLAR TECHNOLOGIES

Dated: 2/5/24

Dated: 2/8/2024

By: Jan Smoot

DocuSigned by:
By: Alex Riggen
F30179D196BD450...

Name: Jan Smoot

Name: Alex Riggen

Title: Delaware County Recorder

Title: President

Passed by the Board of Commissioners of Delaware County, Indiana, this 5th day of February, 2024.

BOARD OF COMMISSIONERS
DELAWARE COUNTY, INDIANA

[Signature]
President

[Signature]
Member

[Signature]
Member

[Signature]
Additor, Delaware County, Indiana

DELAWARE COUNTY INDIANA RECORDER

2024 JAG Grant

Mr. Tony Johnson, Captain, presented the 2024 JAG Grant. The annual grant is in partnership with the City of Muncie. The grant pays for increased patrols throughout the county and offsets the security at the Delaware County Fair. An ordinance will be presented at the next meeting and Mr. Johnson asks that the rules be suspended once the ordinance is provided.

Mr. John Brooke, County Attorney, will provide the ordinance at the next meeting.

MOTION: Commissioner Henry made a motion to approve the 2024 JAG Grant.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

SUPPLEMENTAL AGREEMENT

Ms. Kylene Swackhamer, Plan Commission Director, presented the supplemental contractual agreement for Mr. Hugh Smith. The agreement is 80% reimbursable and is paid from the Plan Commission comprehensive fund.

Mr. Brooke reviewed the contract.

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

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

ORIGINAL

DELAWARE COUNTY COMMISSIONERS
SUPPLEMENTAL AGREEMENT FOR SERVICES

2/5/2024

THIS AGREEMENT is made and entered into this day by and between the Delaware-Muncie Metropolitan Plan Commission, hereinafter referred to as "DMMPC", and the individual Hugh Smith, 557 E. Greenville Ave., Winchester, Indiana, 47394, hereinafter referred to as "Consultant", regarding Transportation Planning services with the Delaware-Muncie Metropolitan Planning Organization, hereinafter referred to as the "MPO".

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

1. Services. The Consultant will provide Transportation Planning services dealing with the MPO including:
 - a. Guidance on coordination and correspondence with other agencies such as the Indiana Department of Transportation (INDOT), Federal Highway (FHWA), Federal Transit (FTA), and any other agencies as needed.
 - b. Creating and updating documents including the Delaware-Muncie Transportation Improvement Program (DMTIP), Delaware-Muncie Long Range Transportation Plan (MTP), Annual List of Obligated Projects (ALOP), ADA Title VI Plan, and any other mandated documents as needed; and assistance with completing amendments and modifications to any of the current documents as needed.
 - c. Assistance with air quality Conformity guidelines and procedures as needed.
 - d. Assistance with any other Transportation Planning procedures and other State and Federal guidelines related to Transportation Planning.

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 February 5th, 2024 and shall terminate on December 31st, 2024 unless extended by agreement of both parties.
4. Administration of Agreement. This agreement shall be administered by and through the DMMPC.
5. Compensation for Services. Compensation shall be paid on an hourly basis at a rate of thirty dollars (\$30.00) 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.
- 9.

DATED this 5th day of February, 2024.

CONSULTANT

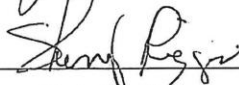


Hugh Smith

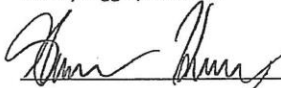
DELAWARE COUNTY COMMISSIONERS



James King, President



Sherry Riggan, Member



Shannon Henry, Member

ATTEST:



Ed Carroll, Auditor

MALCON CONSULTING CONTRACT

Ms. Carrie Dye, Highway Office Manager, presented the Malcon Consulting contract. The contract is regarding the refund of fuel tax. The contract would be the first year for Delaware County, Ms. Dye and Commissioner Henry learned about this at the Commissioner conference. Ms. Dye has told EMS about this and they are planning to get on board also.

MOTION: Commissioner Henry made a motion to approve Malcon Consulting contract.

SECOND: Commissioner Rigglin

YEAS: Commissioner Henry, Commissioner Rigglin, President King

Mr. Brooke presented the Justice Partners Scoping Period Amendment 2 agreement. Justice Partners is the mental health facility contractor. The amendment is to increase the scoping of the design work for the mental health facility.

Commissioner Rigglin said it has always been a stand-alone facility.

Mr. Brooke said it was supposed to be part of the Justice Center. When the facility was expanded this is to cover that a stand-alone facility. Some of this was paid but this is also to talk about the expansion possibilities, due to having Randolph County and Henry County that indicated that they are supportive of this. Also, there were changes that the mental health consultant wanted on the interior design, so it could be licensed by the state. That is what changed the pricing on this particular scoping.

President King said Jay County also are wanting to get involved in this.

Mr. Brooke said yes, he was contacted by one of the Commissioners.

MOTION: Commissioner Henry made a motion to approve Scoping Period Amendment 2.

SECOND: Commissioner Rigglin

YEAS: Commissioner Henry, President King

Nays: Commissioner Rigglin



2.5.2024

January 26, 2024

Board of Commissioners
Delaware County
100 W. Main Street
Muncie, IN 47305

Re: Proposal for the Preparation of Claims for Fuel Tax Refund-Delaware County Highway

Dear Commissioners:

Section 1: Introduction

The purpose of this letter is to provide Delaware County with a formal proposal outlining how Malinowski Consulting, Inc. (Malcon) can be of assistance in the area of providing technical expertise in the preparation of Claims for Fuel Tax Refunds.

Section 2: Background

Delaware County purchases gasoline fuel for vehicles and equipment as part of its overall mission to serve the community. When purchasing these fuels, Delaware County is required to pay Indiana Fuel Taxes. The Indiana Department of Revenue (IN-DOR) Special Tax Division provides an avenue to Delaware County to receive a refund on the Fuel Taxes. Claiming for the tax refund is accomplished by submitting Form REF-1000 to IN-DOR.

Section 3: Objectives

The objectives are to:

- Provide all necessary documentation to IN-DOR program administrators to clearly document related eligible taxes for refund.
- Make the process of preparing the Fuel Tax Refund as easy as possible on Delaware County.

Section 4: Scope

To achieve the objectives of this service, Malcon will address all aspects of the Fuel Tax Refund between Delaware County and the State of Indiana. This will include the following:

- **Data Collection:** Malcon will perform all data collection activities. Delaware County staff will provide direction as to where the information can be obtained.
- **Presentation to County Officials:** After the compilation of Form REF-1000, Malcon will meet with the appropriate County Officials (Auditor, Commissioners, etc.) to review the results of the analysis, focusing on the recoveries to the County.

755 W. Carmel Drive, Suite 203 | Carmel, IN 46032
TEL 317.818.1876 | FAX 877.346.7986 | www.malconindiana.com

DELAWARE COUNTY HIGHWAY – PROPOSAL FOR THE PREPARATION OF CLAIMS FOR FUEL TAX REFUND

- **Delivery and Negotiation with State Officials:** All delivery, presentations and negotiations with the IN-DOR are included in this service.
- **Audit Defense to State Auditors:** In the event that State auditors have questions regarding how the claims for refund were prepared, Malcon is ready to stand completely behind the plan results.

Section 5: Approach

The following approach to this assignment will include these steps:

- Secure an executed IN-DOR Power of Attorney (POA-1).
- Identify eligible vehicles and equipment for claiming refunds.
- Gather and review the appropriate detailed fueling reports that will stand-up to audit tests from IN-DOR.
- Compile all data collected into an electronic format that will generate the appropriate report that meets IN-DOR guidelines.
- Review the Refund Claim Forms with appropriate staff to foster an understanding of the submitted document.
- Deliver the Refund Claim Forms and supporting documentation to the IN-DOR, Special Tax Division.
- Monitor the approval and payment process by the IN-DOR.
- Respond quickly to questions posed the IN-DOR.

Section 6: Timing

Malcon will prepare and submit Annual Claims for Fuel Tax Refund Form within 90 days of the end of the 2nd quarter when the DOR changes rates.

Malcon will submit quarterly claims in instances where an entire year cannot be submitted when retroactively claiming for Fuel Tax Reimbursements.

Section 7: Staffing

Malinowski Consulting will utilize the expertise of our Indiana based consulting staff.

- Charles Malinowski, President
- Barbara Malinowski, Operations Manager
- Daniel Vaughn, Senior Consultant
- Matthew Lowery, Senior Consultant

Section 8: Qualifications

The following are key qualifications that make Malcon uniquely suited for this assignment:

- Over 37 **Indiana Counties and Cities** - Preparation of the Fuel Tax Claims for Refund for the years 2017 through current.
- Over 27 **Indiana Counties** - Preparation of County-Wide Cost Allocation Plans for the years 2005 through current.
- Over 65 **Indiana Counties** - Preparation of Title IV-D Monthly Expenditure Reimbursement claims for the years 2004 through current.
- Over 20 **Indiana Counties, Cities/Towns/Townships, Fire Territories** - Preparation of the annual Medicaid Ambulance Cost Report for the years 2011 through current.

Malinowski Consulting is an Indiana Corporation serving Indiana Counties since 2004 with a consulting staff that is based exclusively within Indiana.

Section 9: Fees and Expenses

Proposed Fees:

The fee for this service shall be no more than \$4,000.00 for each annual or \$1,000.00 quarterly for the reports prepared. This fee is **contingent** upon the actual recovery of the refund from the State of Indiana.

- Delaware County and Malinowski Consulting, Inc. shall share equally in the recoveries for each annual reported up to \$4,000.00.
 - Fee Computation Example
 - Annual Refund: \$1,000. x 50% Malcon Fee amount: \$500.
 - Annual Refund: \$3,000. x 50% Malcon Fee amount: \$1,500.
 - Annual Refund: \$9,000. Malcon Fee amount: \$4,000.
- An invoice will be issued to Delaware County after the refund from the State of Indiana for each Claim for Fuel Tax Refund submitted has been received.
- This fee is inclusive of all services performed related to this project including:
 - Data Collection
 - Report Presentation to Stakeholders
 - Delivery and Audit Defense with the Indiana Department of Revenue-Special Tax Division.
- Claim Preparation will start with the 1st Quarter Beginning 2023 with the acceptance of this proposal and will be in effect until such time as either party wishes to change the scope of services or the professional fee. Either party may terminate the agreement with a sixty-day (60) written notice.

Section 10: Closing

It has been a privilege to submit this proposal to Delaware County to provide for the preparation of the Claims for Fuel Tax Refund. The comprehensive approach outlined above will optimize recoveries from the State, meet and exceed filing guidelines and substantially enhance the reliability and defense of the Claims.

If this proposal meets with your approval, please have the appropriate official perform the following:

- Sign in the Acceptance Section (Page 4).
- Complete Form POA-1 (Attachment A).
- Return signed copies of the Acceptance and POA-1.

Respectfully submitted,



Charles F. Malinowski
President

ACCEPTANCE

This agreement between **Delaware County** and **Malinowski Consulting, Inc. (Malcon)** is to provide the preparation of Claims for Fuel Tax Refund.

The fee for this service shall be no more than \$4,000.00 for each annual or \$1,000.00 quarterly for the reports prepared. This fee is **contingent** upon the actual recovery of the refund from the State of Indiana.

- Delaware County and Malinowski Consulting, Inc. shall share equally in the recoveries for each annual reported up to \$4,000.00.

- o Fee Computation Example

▪ Annual Refund:	\$1,000. x 50%	Malcon Fee amount:	\$500.
▪ Annual Refund:	\$3,000. x 50%	Malcon Fee amount:	\$1,500.
▪ Annual Refund:	\$9,000.	Malcon Fee amount:	\$4,000.

- An invoice will be issued to Delaware County after the refund from the State of Indiana for each Claim for Fuel Tax Refund submitted has been received.
- This fee is inclusive of all services performed related to this project including:
 - o Data Collection
 - o Report Presentation to Stakeholders
 - o Delivery and Audit Defense with the Indiana Department of Revenue-Special Tax Division.
- Claim Preparation will start with the 1st Quarter Beginning 2023 with the acceptance of this proposal and will be in effect until such time as either party wishes to change the scope of services or the professional fee. Either party may terminate the agreement within a sixty-day (60) written notice.

The following signatures will be considered as evidence of the acceptance of the above-described terms.

Acceptance by Delaware County

By: Mr. James King Title: President
Name: [Signature] Date of Signature: 2/15/2024

For Malinowski Consulting, Inc.

[Signature]
By: Name: Charles F. Malinowski
Title: President

SCOPING PERIOD AMENDMENT 2

Mr. Brooke presented the Justice Partners Scoping Period Amendment 2 agreement. Justice Partners is the mental health facility contractor. The amendment is to increase the scoping of the design work for the mental health facility.

Commissioner Riggin said it has always been a stand-alone facility.

Mr. Brooke said it was supposed to be part of the Justice Center. When the facility was expanded this is to cover that a stand-alone facility. Some of this was paid but this is also to talk about the expansion possibilities, due to having Randolph County and Henry County that indicated that they are supportive of this. Also, there were changes that the mental health consultant wanted on the interior design, so it could be licensed by the state. That is what changed the pricing on this particular scoping.

President King said Jay County also are wanting to get involved in this.

Mr. Brooke said yes, he was contacted by one of the Commissioners.

MOTION: Commissioner Henry made a motion to approve Scoping Period Amendment 2.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, President King

Nays: Commissioner Riggin

2/5/2024

ORIGINAL

Amendment No. 2

The Agreement between Commissioners of Delaware County, Indiana ("County") and Delaware County Justice Partners, LLC ("Service Provider") for the mental health and rehabilitation center ("Project") dated October 11, 2022, is modified as follows:

1. As a result of this change, the original anticipated Project schedule have been adjusted to the following:
 - a. Design Completion March 30, 2024
 - b. GMP April 15, 2024
2. The scoping period described in Paragraph 1 of the Agreement is extended through May 1, 2024
3. The County's budget for the Project is approximately \$7,500,000.
4. The amount of Service Provider's compensation as described under 2.a of the Agreement is increased by **\$130,000** to from \$165,000 to **\$295,000**.

This Amendment is effective as date of execution.

County
Delaware County Commissioners

Service Provider
Delaware County Justice Partners LLC



James King





Shannon Henry

Sherry Riggan

Attest:


Auditor

SCOPING PERIOD AMENDMENT 3

Mr. Brooke said discussion has taken place due to the Sanitary District providing sanitary sewer service for this particular facility. Meetings have taken place and one solution was to put a septic system on site and there is still work to be done to see if the facility can tie into the existing sewer system. This possibility could cover the Justice Center because that supposedly is taxing some lines in the area, as well as the Isaiah house.

Commissioner Riggins asked if this could be tabled because she was not in any of the meetings.

Commissioner Henry said he was in the meetings and Muncie Sanitary District does not feel like at this point they can take the sanitary from the house nor the rehabilitation facility.

MOTION: Commissioner Henry made a motion to approve Scoping Period Amendment 3.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, President King

NAYS: Commissioner Riggins

ORIGINAL

2.5.2024

Amendment No. 3

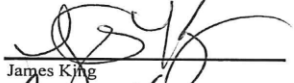
The Agreement between Commissioners of Delaware County, Indiana ("County") and Delaware County Justice Partners, LLC ("Service Provider") for the mental health and rehabilitation center ("Project") dated October 11, 2022, is modified as follows:

1. The following scope of work is added to be a part of the project:
Feasibility study for alternative tie-ins to the Muncie Sanitary District sanitary system versus the investigation and feasibility of use of a septic system onsite. Includes full design, plans and permitting for either offsite sanitary sewer work or onsite sanitary septic system.
2. The amount of Service Provider's compensation as described under 2.a of the Agreement is increased by \$59,500 to from \$295,000 to \$354,500.

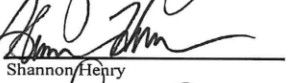
This Amendment is effective as date of execution.

County
Delaware County Commissioners

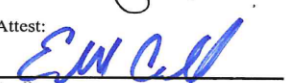
Service Provider
Delaware County Justice Partners LLC


James King




Shannon Henry


Sherry Riggins

Attest:

Auditor

CONTRACTORS AGREEMENT WITH BROOKS CONSTRUCTION

Ms. Angie Moyer, Project Manager, said at the January 16, 2024, three bids were received for paving County Road 350 north. After review of the bid packets, Ms. Moyer recommended Brooks Construction Company, Inc for a total of \$700,117.

MOTION: Commissioner Riggan made a motion to approve the contractor's agreement with Brooks Construction.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King

Ms. Dye asked the Commissioners about the material bids. In the past, all material bids have been accepted, however with the exception of the fuel bid.

Mr. Tommy Humbert, Highway Superintendent, said the reason being is no one local submitted a bid. The one person that submitted a bid will not deliver on an emergency basis.

Commissioner Riggan asked how big the tank and said she would think there would be a gauge on the tank.

New bids will be received until February 16, 2024 at 12:00 p.m. and they will be opened on February 20, 2024 in the Commissioners meeting.

MOTION: Commissioner Henry made a motion to approve material bids with the exception of the fuel bid.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 5th day of February, 2024 by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Brooks Construction Company, Inc. ("Contractor"), for the project known as **Delaware County 2024-01 Road Paving Projects** (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner;

however, such assignment is effective only after termination of this Agreement by Owner and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

D. REPRESENTATIONS. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- 1) Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- 2) Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
- 3) Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.
- 4) Contractor has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented by the Contractor:
 - (a) employed or retained any company or person, to solicit or secure this Agreement;
 - (b) entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

E. WARRANTY. Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements,

including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which does not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period.

2. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Plans and Specifications attached hereto as Exhibit A, the Contractor's Proposal, any and all documents prepared by the Owner or the Owner's representative prior to bidding which are incorporated by reference and any written modifications and addenda issued after execution of this Agreement. The Indiana Department of Transportation, Standard Specifications dated 2018 ("Standard Specifications") shall be used in conjunction with the Contract Documents. All references in the Contract Documents to the "Commissioner," "Department," "Indiana Department of Transportation," "Director," "Engineer," and/or "Chief Highway Engineer" shall be interpreted to refer and mean the Owner.

Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. The coordination of the Contract Documents shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Contractor has carefully studied and compared all of the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Plans and Specifications for the Work are suitable and adapted for said Work and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

3. CONTRACT SUM AND PAYMENTS. Owner agrees to pay Contractor for the performance of the Work, for the actual amount of work done and materials in place as measured by the Owner, at the unit prices submitted by the Contractor on the Itemized Proposal accepted

by the Board of Commissioners on January 16, 2024 in the sum of \$700,117.00 ("Contract Sum"), which is attached hereto as Exhibit B and made a part of this Agreement.

The Contract Sum, including authorized adjustments or Owner approved change orders, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum.

A. APPLICATIONS FOR PAYMENT. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for labor and materials incorporated in the Work at the rate of Ninety percent (90%) of such value of the Work until the Work is substantially completed. The Contractor will be paid Ninety percent (90%) of the monthly estimate, the remaining ten percent (10%) will be retained by the Owner. No partial payment will be made nor estimates submitted when the total value of the Work done since the last estimate amounts to less than \$500.00. Any amount withheld as retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. At least ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed in accordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposed Progress Schedule allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This Progress Schedule, once approved by Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. Prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety percent (90%) of the net value of stored materials or equipment. The requirements for storage and payment for such designated materials shall follow the requirements of the Contract Documents.

B. PAYMENT OF SUBCONTRACTORS. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. WITHHOLDING OF PAYMENT. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference.

If Owner withholds any payment, partial or final; from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability" on the part of Owner to any Subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. FINAL PAYMENT. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable matter as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the County Auditor the balance due the contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within sixty (60) days after final acceptance and completion of the Agreement. Final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute. Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

E. INTEREST. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

4. **DATE OF COMMENCEMENT AND COMPLETION.** Contractor shall commence work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve completion on or before July 31, 2024, subject to the Road Closure limitations and any adjustments authorized by Owner ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents.

A. **COMMENCEMENT.** It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

5. **MISCELLANEOUS PROVISIONS.**

A. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Indiana.

B. **SUCCESSORS AND ASSIGNS.** Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. **RIGHTS AND REMEDIES.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

6. ENTIRE AGREEMENT. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

IN WITNESS WHEREOF, the Contractor does hereby accept the foregoing agreement and has hereunder set his hand this 11th day of February, 2024.

Contractor: Brocks Construction Co, Inc.
(Business Name)

By: Cynthia A. Riebersal
(Signature)

Cynthia A. Riebersal
(Printed)

CFO
(Title)

STATE OF INDIANA) SS:
COUNTY OF Allen

Before me, the undersigned notary public, on this 11 day of February, 2024,
Cynthia A. Riebersal personally appeared as Contractor and being duly sworn,
acknowledged the execution of the above Agreement.

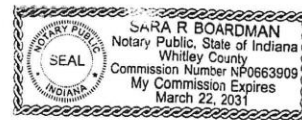
Sara R Boardman
(Notary Public - Signature)

Sara R Boardman
(Notary Public - Printed)

SEAL


My Commission Expires: 3-22-31

Residing in Whitley County, Indiana.

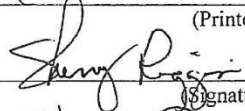


IN WITNESS WHEREOF, the Owner does hereby accept the foregoing agreement and has hereunder set his hand this 5th day of February, 2024.


Board of Commissioners, Delaware County,
Indiana

By: 
(Signature)


James King
(Printed)

By: 
(Signature)

Sherry Riggan
(Printed)

By: 
(Signature)

Ghaopon H. Rao
(Printed)

ATTEST:

Edward E. Carroll Jr., Delaware County Auditor

COMPREHENSIVE FINANCIAL PLAN

President King presented the Comprehensive Financial Plan, however, after speaking with the Auditors office, President King would like Baker Tilly to do a comprehensive plan on finances for county general, EDIT, Cumm Bridge, Health, local roads and street, LIT, MVH motor vehicle and state wide and reassessment. President King would like for Delaware County to be better prepared when Council goes into budget hearings this coming year. Last year Commissioners gave up \$1.2 in interest so Council could make their budget without anyone losing their jobs. This way the Commissioners will know what they are looking at for 2025. The last few years, Delaware County has had ARP, Cares Act money to help. President King said if the money is not available out of interest, he is afraid that if we don't have the money next year to give to the council out of the interest, there could be a possibility that county employees could lose their jobs. Mr. John Brooks said in the past 5 years Baker Tilly has help the commissioners retain the ability to do some income projections for the council. It also helps rachet up the information the council and the commissioners have on budgeting and income for the future.

Commissioner Riggan asked Auditor Ed Carrol if he was okay with this plan since he go to person and if they have an estimated timeframe

Mr. Carroll said that he has talked to Baker Tilly several times and thinks it would be beneficial for his office. They have estimated 60 to 90 days to have a comprehensive plan completed.

MOTION: Commissioner Henry made a motion to approve the Comprehensive Financial Plan.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

2/5/2024

ORIGINAL

SCOPE APPENDIX to
Engagement Letter dated: March 18, 2021
Between Delaware County, Indiana and
Baker Tilly US, LLP

RE: Comprehensive Financial Plan (CFP)

DATE: November 17, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Delaware County, Indiana (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) agrees to furnish and perform the following services.

A. Comprehensive Financial Plan

The purpose of this project is the development of a long-term financial plan that will assist the Client in financial planning, management of its financial resources, debt management, and capital improvement planning. The plan will include the following funds:

- > County General (1000)
- > CEDIT County Share (1112)
- > Cumulative Bridge (1135)
- > Health (1159)
- > Local Road and Street (1169)
- > LIT Public Safety (1170)
- > MVH Restricted (1173)
- > Motor Vehicle Highway (1176)
- > Statewide 911 (1222)
- > Reassessment (1224)

BTMA will develop a long-term financial plan for the Client working in concert with Client officials and staff. The financial planning model will incorporate assumptions regarding revenue and expenditure estimates, tax base changes, capital outlays, existing and estimated debt service, and estimated property tax and sales tax rates over the specified planning period. Features of the long-term financial planning model include:

- > A long-term financial planning model.
- > Details regarding assumptions utilized for both revenue and expenditure estimates.
- > Charts, graphs, and tables depicting historical trends and future estimates.
- > Summary of outstanding debt related to the financing of previous capital expenditures.

The long-term financial plan will be developed for a baseline scenario representing the most likely or expected conditions. Scenarios may also be developed representing favorable and unfavorable scenarios to capture a range of potential financial outcomes.

1. Information Gathering

- > Meet with the Client to seek input into the development of the long-term financial plan, to gain an understanding of long-term financial goals, services and service levels, and desired future state of Client finances.
- > Meet with the Client to discuss historical trends in revenues and expenditures and thoughts about potential future performance.
- > Gather historical financial data from the client.

2. Analyze historical financial, economic, and statistical data and trends for key.

Analyze historical financial performance and trends for the past three years:

- > Revenues from all sources.
- > Expenditures.
- > Cash reserves.
- > Fund balances.
- > Outstanding debt.
- > Capital improvements and funding sources.
- > Tax base.
- > Capital Improvement Plan.

3. Develop preliminary financial plan

- > Develop schedules of receipts, disbursements and fund balances of all analyzed operating funds of the Client for the previous three years ended December 31 (2021 – 2023) based upon reports and records of the Client, to identify trends in revenues, expenditures, and fund balances.
- > Create a baseline financial model of all analyzed operating funds of the Client for the next five calendar years ending (2024 – 2028). Analysis will include estimates of revenues on a major category basis and expenditures by function on a major category basis.
- > Recommend a level of minimum fund balances to be maintained.
- > Identify fund balances within non-major funds that may be available to fund General Fund or other operating expenditures.
- > Identify potential shortfalls in revenues and provide suggestions, as available, to bridge funding gaps.
- > Analyze options for additional revenue streams including but not limited to property tax levy appeals and local income tax. Develop estimates of revenue that may be generated from identified potential revenue sources.
- > Analyze preliminary baseline financial model and additional scenarios (as applicable) with the Client. Based on that analysis, Baker Tilly may modify the baseline model and additional scenarios as appropriate.

4. Prepare Long-Term Financial Plan and Report

- > BTMA will develop the long-term financial plan and report incorporating the financial model and scenarios, as applicable.
- > Present the Long-Term Financial Plan Report to the Client.

5. Meetings

Attend up to three meetings with the client as follows: working group meeting, presentation of draft report to Client representatives, and final presentation to the Client's fiscal body. Additional meetings covered under Section B.

EXPECTATIONS

The Client will identify a member of their staff to serve as a contact person between BTMA and the Client. This person will be responsible for assisting BTMA in the gathering of accurate and timely information necessary to complete the project and arranging for and coordinating required meetings. BTMA acknowledges some of this information may be available in our files and/or on the Client's website. At a minimum, the following information will be needed to complete the study:

- > A trial balance or combined ledger by location detail report for years ended 2021, 2022, and 2023 (when available).
- > Capital Improvement Plan for the current year and for the following five years (if available)
- > Encumbrances by fund carried over from 2023 to 2024 (when available).
- > Outstanding short-term interfund loans or tax anticipation warrants (if applicable) – include loan date, affected funds, and dollar amounts.
- > 1782 Notices from the DLGF (all pages) for 2022, 2023, and 2024 (when available)

DELIVERABLES

At the conclusion of this project, we will provide the Client with a Long-Term Financial Plan Report

B. Annual Services / Periodic Services

1. After the initial setup of the Financial Plan, BTMA will be available as necessary and at the discretion of the Client to monitor and update the Financial Plan, update the model for various scenarios, attend working group meetings, and provide ongoing financial strategy and advice as warranted.
2. Meet, as needed, with Client officials to discuss and answer questions on the Financial Plan, its findings, recommendations, and alternatives.
3. Assist with financial or operational issues of the Client that do not fall within the categories as described in Section A above.
4. Attendance at meetings not covered in Section A above.

COMPENSATION AND INVOICING

The Firm's fees for services set forth in the Scope Appendix will be:

<u>Service</u>	<u>Fees</u>
Section A. Comprehensive Financial Plan	Not to exceed \$35,000
Section B. Annual Services / Periodic Services	Time & Expense*

*The Firm's fees will be billed at the Firm's standard billing rates based on the actual time and expenses incurred.

Standard Hourly Rates by Job Classification
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

SCOPE APPENDIX to
Engagement Letter dated: March 18, 2021
Between Delaware County, Indiana and
Baker Tilly US, LLP

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Paige E. Sansone

Paige E. Sansone, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: *JSB* *presented on*
Title: *Pres. Commission* *2/5/2024*
Date: *2-5-2024*



**A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS CONCERNING REAL ESTATE BY THE COUNTY
RESOLUTION 2024-001**

Commissioner Henry stated he and Mr. Brooks has been working with the property owner of 1700 East McGalliard and requests to table this while waiting on info from the plan commission and Angie. Mr. Brooks agreed.

MOTION: Commissioner Henry made a motion to table Resolution 2024-001, Commissioners Concerning Real Estate by the County.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner Riggins, President King

DEPARTMENT HEADS AND ELECTED OFFICIALS

Ms. Jan Smoot, Recorder attended a press conference last week in Franklin, Indiana where Indiana Recorders Association explained how to be proactive in property fraud. (see brochure below)

IS YOUR PROPERTY
PROTECTED
FROM **FRAUD**?



PROPERTY
FRAUD  ALERT

www.PropertyFraudAlert.com
1.800.728.3858



A free service to
property owners
of this county.

PROPERTY FRAUD

What is it?

When someone illegally uses your property for financial gain.

PROPERTY FRAUD

How does it happen?

Someone records a fraudulent document in the county land records office, making it look like they own your home or property.

PROPERTY FRAUD

Should I be concerned?

Yes, according to the FBI, Property and Mortgage fraud is the fastest growing white-collar crime.

PROPERTY FRAUD

What can I do about it?

Your county land records office has teamed up to create a notification service called...

**PROPERTY
FRAUD ▲ ALERT**

Subscribe-free of charge at
www.PROPERTYFRAUDALERT.com

or call the Property Fraud Alert Hotline
at 1-800-728-3858.

For further details, contact the county's
Land Records Office.

Be Informed...Be Alert...Be Notified

Mr. Jeff Hansard, Chief Probation Officer presented the Community Connect App. The creator of this app, Laura Taylor who is a former part-time corrections employee for Delaware County wanted something that recognizes the need for a One-Stop shop where people can get enrolled for whatever services they may need. An individual needing this service can fill out some very cursory information once they scan the QR code. The individual then will select what services they are needing assistance with such as; substance abuse, housing, food, and employment. Then the app submits referral to all of those agencies selected and then individual will receive a follow up to schedule an appointment. He is very impressed with the app and at a position where they want to get the app deployed. The cost upfront is \$12,800 to get the app buildout and 50 hours of Laura time to help with data entry. They are also working with the city to get some funding as well.

Commissioner Riggan asked for a deadline for the app which they are trying for mid-March. She also mentioned maybe readjusting the EDIT fund. Mr. Brooks agreed and will get back with Mr. Jeff Hansard next meeting.

Mr. Fred Cummings from 911, is requesting permission to sign the addendum to update the staffing study for the 911 center which comes out of 911 fund out of contractual services.

MOTION: Commissioner Riggan made a motion to grant permission.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King



2.5.2024

Ritter Strategic Services, LLC
115 South Woodpecker Road
Hagerstown, Indiana 47346

Addendum 1 to Exhibit "E"
Staffing Analysis
Delaware County Emergency Communications
9-1-1

In 2021, RSS completed a comprehensive staffing and workforce utilization analysis at the PSAP. The analysis was completed as the PSAP was experiencing significant turnover and staffing shortages. The PSAP staffed and utilized a traditional methodology of city police, county sheriff, city fire, and county fire/EMS with each having their own brand of dispatching. Based on the data, RSS' analysis found that the PSAP should add six telecommunicators to their staff.

New leadership at the PSAP and the implementation of management principles coupled with operating within industry standards and best practices has resolved the turnover rate at the PSAP. However, the PSAP has experienced a significant increase in the number of calls for service and ancillary duties since the last staffing analysis.

The Director has determined that an updated 9-1-1 Staffing Study is necessary to establish the minimum staffing requirements at the PSAP under current workload requirements.

Methodology

This study will employ interviews, site survey, document review and staffing analysis based on commonly used, industry standard models. Models used for the study can include NENA staffing analysis based on call volume or NENA's comparison with similar Public Safety Answering Points. A review of information including but not limited to survey results, call volume, retention, position tasks, and area growth will provide the basis for analysis.

In 2021 RSS completed a similar staffing analysis at the Center examining the number of employees assigned to each shift, call taking and dispatching positions, specialized assignments. RSS will review data elements collected during that project to assist in the 2023 analysis.

Scope of Work

There are four main tasks in this project, which are listed below:

1. Research including call volume, retention, area growth, position tasks,
2. Personnel survey design, data collection and analysis
3. Interviews, site visits & Analyze center staff needs
4. Draft & Final Reports



2.5.2024

Ritter Strategic Services, LLC
115 South Woodpecker Road
Hagerstown, Indiana 47346

Task 1—Research

Working with PSAP Management and employees, RSS will obtain historical data relative to the staffing study. Information requested will include, but not limited to the following:

1. Staffing levels (min/max)
2. 24/7/365 scheduling
3. Attendance Records
4. Personnel Policies (vacation, sick, personal time)
5. CAD Records
6. 911 Call Volume
7. Non-emergency call volume
8. Job Descriptions
9. Employee Retention schedules
10. Support function responsibilities
11. Training requirements
12. Miscellaneous duties

Task 2—Personnel survey design, data collection and analysis

RSS will develop an agency defined survey instrument to collect essential agency and job-related data. RSS team members will be onsite in the Center interviewing employees, management, and county officials as necessary to collect, clarify and enhance the data collection effort.

Task 3—Interview, site visits, and analyze center staff needs

Based on the information collected in Task 1 and 2, the RSS team will analyze and assess the County's emergency communications systems, with a focus on maximizing the effectiveness and efficiency of 9-1-1 service to the public and first responders. The analysis will also document the principal aspects of emergency communications operations related to service, operations, organizational and governing structures, and technology methodologies as it relates to staffing needs in the Center.

Task 4—Draft and Final 9 1 1 Staffing Study Report

RSS will work closely with the PSAP Director to review all comments and recommended changes to the draft Staffing Study Report and will establish the changes that will be incorporated into the final report. RSS will also work with the PSAP Director to prepare the final approved report for final publication, distribution, and presentation.

CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$2,707,639.08.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

Commissioner Riggin asked if there is an expense report given to departments to every pay are to make sure that the check got cut properly.

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

Mr. Homer Cummings from Royerton, Indiana expressed concerns about ordinance 2024-001 that closed off part of an alley between houses. He stated that many of his neighbors including himself do not receive the paper and was not notified of the closing. One neighbor in particular who is a retired Veteran cannot access his backyard due to the alley being barricaded. He would like to proposal for an ordinance to be passed that all residents of the alley be notified and

Commissioner Riggin apologized but explained that they don't have to notify every neighbor. Mr. John Brooks added that is a state statute the neighbor was following. The legislature established the procedure for the vacated alley and the commissioners can't change that from the statute.

Commissioner King stated Tommy Humbert and himself are going to the property to see what's left of the alleyway and if there's a way it can be fixed to where citizens can access it.

Mr. William Padget of 1716 East Royerton Rd, also expressed having problems accessing the rest of his property due to the alleyway being closed.

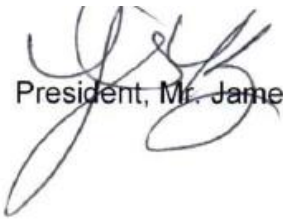
Real Black Excellence presented a brief update for communication purposes. They have recently been cleared through the YOC to mentor as well as teach the younger population about their community and history. Part of the mentorship is arts and music with understanding exactly what good music is. With the support of the county schools. they have separated 100 seats for those that are artistically minded rather it be staff or students to attend the concert on February 16, 2024 at 7pm. As always money has always been an issue but we can create a plan to create tax revenue, jobs and employment. At this time, they are in serious negotiations of bringing in and manufacturing jobs. They are working towards bringing 200-300 jobs within the next 3 years. Their mission is to assist an organization, business, individual, or family how to function as a community.

RECESS

MOTION: Commissioner Riggin made a motion to recess until February 20, 2024.


SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King



President, Mr. James King

Member, Mr. Shannon Henry



Vice President, Ms. Sherry Riggan



Auditor, Mr. Ed Carroll



Delaware County Weights & Measures

100 W. Main Street, Room 309B Muncie, IN 47305

Phone: 765-747-7714 Fax: 765-284-1875

Email: estrauch@co.delaware.in.us

January 16, 2024

Delaware County Commissioners
Delaware County Building
100 W. Main Street Room 300
Muncie, IN 47305

Commissioners:

Enclosed is the monthly report for Delaware County Weights and Measures. This report covers the period of December 16, 2023 through January 15, 2024.

Respectfully submitted,

Eric D. Strauch

Eric D. Strauch, Inspector
Delaware County Weights & Measures

Enclosure



WEIGHTS AND MEASURES MONTHLY REPORT
 State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
 2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219
 Office: (317) 356-7078 * Fax: (317) 351-2877
www.in.gov

Inspector: Eric Strauch
 Jurisdiction: Delaware
 Date Start: December 16, 2023
 Date End: January 15, 2024



INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	1			1
Hopper Scales				
Computing Scales	3	1		4
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	46			46
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	56			56
Firewood	387			387
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations				
GRAND TOTAL	493	1		494

COMMENTS
(Explain Miscellaneous Tests and Activities)