

## **Randolph County Commissioners**

September 8, 2020

The Randolph County Commissioners met at their regular meeting at 9:00AM in the Commissioners and Council Room in the Courthouse with the following members present: Board President Michael Wickersham, Tom Chalfant and Gary Girton. Also present was Randolph County Deputy Auditor Angela Lowe, Sheriff Art Moystner and County Attorney Meeks Cockerill.

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Michael Wickersham, President presided over the meeting.

### **Pledge of Allegiance**

### **George Caster - PTABOA Appointment**

Mike said George is recommending we use our commissioner appointees as Keith Pugh and Keith Snyder. They are currently serving on the PTABOA. Mike asked if that was correct.

George replied yes.

Tom moves to approve. Mike said I have a motion to approve Keith Pugh and Keith Snyder as our appointees to the PTABOA. Gary seconded. All aye votes cast. Motion carried.

### **Terry Burnsworth -Open Bids for Infrastructure**

Meeks opening the bids

Cobalt Civil

Sydney Electric

MPX Solutions

Frederick's Inc.

Culy Contracting

Dispatch Products

Sabre Communications Corporation

Xybix Systems

Tom said there are four different segments to the project?

Terry said there is steel, stacked with steel, concrete, fence and the civil and the huts too.

Meeks said we will take them under advisement and give them to TelTy.

Tom made a motion to take the bids under advisement and for review by our consultant, Pyramid Consulting and relay a report for the acceptability on which ones are the lowest and best. Gary seconded. All aye votes cast. Motion carried.

**Meeks - Open bids for Old Highway facility lease**

Meeks said you have one bid. Ben Beiler for \$1710 per month for 12 months, \$1900 per month for the term of the lease of 2 years with either party retains the right to terminate the lease with a 90 days' notice. That is the proposed lease that has been at the Auditor's office.

Mike asked if he was requesting the lease provide for a 90-day termination clause. Meeks said I thought it did, but we can make it provide for it.

Meeks said I told him when he asks to put whatever he wants on that bid.

Mike asked if he wants it for 3 years, is that the way you are reading this. \$1710.00 per month for the first year and \$1900.00 per month for the term of the lease for 2 years or is it either or. I thought we had a renewal date in there.

Meeks said it is a two-year lease that is what was purposed. There is a renewal clause in here, shall renew for success of 1 year terms.

Mike said it's a two-year lease.

Meeks said the first year is \$1710 the second year would be \$1900 is how I read it, the third year would be dependent on if you renew it or not. Meeks asked is that your understanding, Tom.

Tom said I think so. It changes what you originally wrote.

Meeks said not much.

Tom said you have 90 day out it doesn't make much difference either way.

Mike asked if the \$1710 meet the requirement.

Meeks said yes.

Tom said that is because we are keeping part of it.

Meeks said it meets the requirement anyway, but we are keeping part of it anyway.

Mike asked if we want to lease the old highway barns to Mr. Beiler for \$1710 per month according to the lease we have prepared. Which he is paying the utilities he is using. We are still going to be paying the electric bill which he will not be using the electric, is that correct.

Tom said unless if he does he will reimburse us for it for what he uses.

Mike asked Gary what he thought.

Gary asked what is his start date.

Tom said this week if he could.

Meeks said if you could approve the lease and approve Tom to sign the lease, once it is typed up then we could have him start.

Gary made a motion to accept the bid and authorize Tom to enter the lease agreement with Mr. Beiler.

Tom seconded. All aye votes cast. Motion carried.

### **Duane Petry-Ertel Wellness**

Mike said Duane is presenting the Ertel Wellness Bus request that we have done over the last several years. It's additional services consultation, physical exam, flu vaccine and pretty much as each year. The question is do we want to go ahead and do this.

Tom said and this is no cost to us.

Mike said it cost \$25 dollars for each employee that participates.

Tom said that is the same as it has been in the past.

Mike said yes.

Tom thinks it is good for us.

Mike said it seems to be attended well, 130 participated last year.

Gary said we started out with 28 or something to start with and we jumped up to almost a 100%.

Mike needs a motion to approve the addition of the Ertel Bus. Tom so moved. Gary seconded. All aye votes cast. Motion carried.

### **Christopher Bengele and Rob Shippy- Frontier Communications, presentation for phone solutions for the Sheriff**

Chris said we have been working the county for a little over a year in regards to the voice communications needs, specifically looking originally at it as the county as a whole. The solution you currently have deployed today is problematic due to the fact it is no longer manufactured and no longer supported. It has been an issue to get parts, replacement pieces and continues to run some dollars for constant repairs relevant to that year that cannot be found anymore. The solution you have today is Toshiba, unfortunately they are out of business. They are truly not able to provide any enhancements or any gear for that hardware at all. So, with the meetings we have had with Chris Shaneyfelt and Sheriff Moystner obviously they have some serious concerns relative to that hardware that is deployed at the jail. Obviously, that is a public safety issue. They have indicated they have had more and more difficulty as of late trying to keep it together with the popsicle sticks and the duct tape if you will. Initially when we came in and spoke with the county, we were looking at doing a county wide deployment. It is our

understanding through some additional discourse here not too long ago, that the county budget has been obviously slashed substantially. So, Art and Chris still have a need obviously for the jail. What we decided to do was to refocus with their assistance and direction in regards to the solution that would just address the public safety issue and the jail at this time. We did put together a solution that does replace that Toshiba dramatically less than our initial first bid. Too obviously to keep it up and operational. What we do for you there today is merely dial tone we do provide a local dial tone service to that particular location. We would provide the E-911 PSAP integration that is there. That is something that our technicians, our RCO technicians and our network team currently do for you today. We did look at obviously leveraging that relationship we have there those technicians are very familiar with the dial tone and dial tone routing and how that 911 center works today. The solution that we architected integrates seamlessly with that. That is something that Frontier kind of brings to the table that no other additional partner really can because we have both the dial tone side of that and the proposed hardware solution. There is no finger pointing relative to well it's your hardware or it's your network. It is kind of one throat to choke or one back to pat if you will. So, what we put together was a Mitel unified communication solution for that particular location. It is going to be installed on prem there. This is not a hosted service. This does not ride in the cloud. It will actually be there physically on prem. The duty of our particular solution is that 90% of it is software. So, once you purchase the software you don't really have to worry about obsolescent in regards to the hardware or consistently or constantly have to replace elements of that particular hardware solution. As newer and better hardware is available or newer or better processors. In the past you kind of had to wrap it up in wire and plastic. Today you do not, in this case the County will own the software moving forward and it is just merely just software upgrades versus having to replace a lot of the infrastructure that you would traditionally have to do in the past. When the solution together we did what how fast can we save the county money and leverage their existing relationship that you currently had in regards to the pre-negotiated contracts and pricing. The county has been a member of NJMP source since 2006. Sometime back in 2006 the county opted to do business on that as pre-negotiated contracts and pre-negotiated agreements. Currently have a member number tabled with that particular organization. We will leverage that pricing structure when we put together our bid. Our solution is very redundant and resilience it does not have a single point of failure. Which in again in the case of the jail and the PSAP it is critical. I mean it has to work, we are talking life and death communications there in some cases. So, this solution that we are protected actually has no single point of failure. It can fail over to some additional hardware that we put in place there. If for some reason the main instance for that particular software should go down, you will be able to still be able to make your calls and receive incoming calls as well. We can keep an eye to making sure that solution will remain resilient and redundant. In regards to our particular organization in Frontier we represent the advance business solutions. We are the team within Frontier that addresses internal challenges, relative to how best to address your challenges via technology. We are able to partner with the best in regards to our business partners to address those issues like public safety, resilience and redundancy that requires emergency services. We are able to assist with the technology relative to wireless anything that you might have where you have a challenge or a need insight that is what our team does. We are a very specialize group within Frontier. We do operate across 29 states. A little bit about our solution and what we have done in regards to Mitel across Indiana. We have several of these appointments in various counties, including Orange, Jackson, Rush, Crawford, Allen, Ripley Counties where we have

provided the county communications at the PSAP and tie them into their 911. Our local teams and operational groups have very intimate knowledge in regards to how county government works and those 911 centers. How they are tied in from a communication perspective so not only do we set it correctly with having that information already in hand. In regards to the ongoing support we are able to continually provide feedback information relative to how you may be able to do things better. Again, in this case our central office is only about 30 feet away from the jail. We have technicians and resources right here. There is not going to be case or an issue where you do not have somebody in the event of catastrophe, nature disaster things of that nature where somebody would not be available to be on sight. We can assist you guys in actually firing that solution back up or figuring out some work a rounds to get you back up and communications up as soon as possible.

Tom asked if the office how much staff there. Is it 8-5 or somebody there?

Chris said we have technicians in and out of that particular locations over the course of the day. We have a 24 by 7 knock center, the counties and others that we support within Indiana have access to it at any given time. These support that we did include and provide to the county in this particular design is 7 by 24 so at 5 o'clock we just obviously your service is here are a 7 X 24 service and expectation of having technicians, having individuals that can assist you need to be incorporated and including and we do provide that, and we do have that actually in this solution.

Mike asked the bid or the quote here does it included phones.

Chris said it does.

Mike asked how many phones it includes.

Chris said the actual physical end points there are 41.

Mike said that is for the jail only.

Chris said yes. The deal of our solution is eventually the Toshiba you have here in the Courthouse, RCFFO building, EMS is going to fail. Our solution it is merely a bolt on to tie in those locations later. Being able to deploy those phones and tie in those locations as they come in need or more critical need or a budget allocated need. We are able to do relative quickly.

Mike asked you did quote the courthouse before did you not.

Chris said we did.

Mike asked when that was.

Chris said last June or July.

Mike said in the interest of consistency it would be nice if you could update that for us or just send that out again. I am sure I have it on here but, if you could do that. We are looking at the Toshiba going away and as I mentioned when you set down Taylor Systems did give us a quote for the Courthouse.

Rob said most importantly with our solution for the jail, ours does it is the Mitel system. Also, we did have in there a cisco data switch to provide that quick communications quality service within there and the power cones. So, looking at any unified communications solutions the bottom line is it has to work. Data networks within counties, state and local government are critical. We didn't forward the cisco switch over for the jail. We would want to look at the Courthouse here.

Mike asked if we were to buy your system for the jail or even for the Courthouse and then are we tied to Frontier for a dial tone provider.

Chris said no.

Rob said along with this is, yes Frontier were your dial tone provider along with 911 service provider, but also looking at building enterprise networks sometimes it makes sense to integrate diverse carriers, diverse circuits through someone else. Obviously, a big county you would want to leverage your dark fiber network that you own. We are rebuilding the best of the best network is what it is all about.

Meeks asked if there is a service component to that or service contract.

Mike said yes \$9000.00 maintenance for 5 years.

Meeks said didn't you file bankruptcy back in March.

Chris said we did we files a Chapter 11 restructuring.

Meeks asked how that affects the service contract.

Chris said it doesn't all the service agreements are still there. We have just been approved to go forward with the approval to get out. Six of the states that we have already filed motions for the PUC to move forward to get out of Chapter 11 have already been approved. The plan is to move forward, exit bankruptcy probably by April 1<sup>st</sup> next year.

Mike asked Chris Shaneyfelt do you have anything to add or Art.

Chris said the only thing I would add is trying to add our 911 connection and our choices are Frontier or ATT in Indiana. So, my only concern is when we get into whoever provides phone service is Frontier I have one person to deal with entirely, if we get into Taylored or New Lisbon or any other phone buyer then we get into well it isn't our problem it's their problem and it causes a bunch of problems trying to figure that stuff out. It is incredibly time consuming and it happens. Secondly, I am concern about putting our 911 system in a cloud. We like having hard

wire, not saying we could lose the wire as well. The redundancy of the actual hard wire system opposed to be up in a cloud. Lastly the reason we are having these guys come and present instead of going through the entire process is our system is going down quickly. My PC parts from other parts of the building taking from offices that I know is not being used, taking hand sets out of other office that are not being used. Trying to keep three Administration Lines in the dispatch center functioning, so that is why I have these guys here ahead of time.

Mike said how soon should we replace this.

Chris said the quickest is the best.

Mike said yesterday.

Chris said yes.

Art said there has been a couple incidences in the county over the last few months, when you call the dispatch center, dispatch can hear you fine, dispatch center can hear you fine, this is a non-emergency line. When I called in to see what was going on I can't understand dispatch. I don't know if it is a specific line but we have had issues with it. I know on at least 2 or 3 different occasions I have called in to find out what is going on with the guys when I received a text. I have had to call 4 or 5 times before I can actually get a line that I can actually understand what dispatch is saying. They told me they can understand me fine, but we can't understand it is solid static coming back to us. I think it is one of those things it is important we get something.

Chris Shaneyfelt said it is just constant like that anymore, there for a while it was just interment static it has become constant. If it comes in on 1721 which is the main Admin Line all of our other lines roll off of 1721 so it doesn't try to pick one of the 5 or 6 lines we are trying to pick up it is just too difficult to figure out.

Mike for any other questions. We don't have enough quote for the jail.

Chris Shaneyfelt doesn't know if we have any other stuff is tied into Taylor's or not.

Mike doesn't think Taylor's quoted the jail, they just quoted the courthouse.

Fred Hoffman said their quote is for all 5 buildings. Both companies did the same complete package originally a year ago. I don't know if Taylor just updated to just the jail.

Mike said I think they are all quoting the jail. It includes all buildings. I guess if you could update yours from a year ago then we could compare everybody but the highway and the airport. So that would be the Sheriffs Department, Probation and Community Corrections, RCFFO building, EMS building and the 4-H building. Their quote was the expense of cabling, they had a lot of cabling expense in there's.

Chris stated as I spoke and looked at the whole big picture your existing data switches that your, any data application within the county traverses through looking at the end of life and support of

that as well. We are addressing with our solutions, we are addressing their putting in new data switches to support the phones and also other data applications there. That would be the same play everywhere else that give you your data applications just as well as the phones.

Mike said if you could update that quote from a year ago then we can, hopefully this fall we can look at it and speak with council and see what time of a time line we would be on for that.

**Chris Shaneyfelt - WTH Fees for NG911 Compliance**

Chris said when we did the grant last year and WTH started the project the county had a 40% match to the grant. We have paid our 40% and WTH is still finishing up the last bit of work that needs to be done. Soon the remainder of the fees is \$22,206.00 will come due. When I talked to the state 911 board, 2 weeks ago I asked if we just sent them the bill or is there something we have to pay up front and they reimburse us. We have to pay it up front and then they reimburse us. So, we don't have the \$22,206.00 budget currently to take care of that. We need to borrow \$22,206.00 to take care of that until the state reimburses the \$22,206.

Mike asked if there is a time line on that for the reimbursement.

Chris said I hope the rest of the work will be done by the end of the month. I would think within 6 weeks after that before the end of the year.

Mike asked if we could do that CUM CAP.

Angela said yes you can, most of Chris's grants you do Rainy Day.

Mike said I guess we could move to pay it and authorize Council to find the fund it come out of whether Rainy Day or CUM CAP. Mike asked for someone to move approval of that.

Tom so moved. Gary seconded.

Mike said we have a motion and a second to front the \$22,206 to finish the WTH project and ask council to find the funds to pay it. All aye votes cast. Motion carried.

**Art Moystner and Chris Shaneyfelt - Sheriff's Department and 911 Center, and the court video arraignment system**

Art has talked about some of these to you before. I would like to start with one that is not a CARES reimbursable for my side. It is the cabinets back in the satellite area to replace those that are broken. I email you guys a quote, we were finally able to get them into the jail and do measurements with everything going on with COVID we hadn't been able to get them in yet. So we did that about a month ago, to replace the counter top with the cabinets and the doors and hinges in that area that came to \$8760.00 which would finish out that portion of the door project once it's in to get that replaced. Once they pull the old system out, we will have 3 large holes in the top of that countertop. So, it is going to need to be replaced anyway and several of the drawers are broken.

Mike said so the cabinets themselves are in disrepair.



Art said absolutely, we have had those 26 years. I think this is something we talked about initially started and explain I was going to come back with that finished up and I had guessed it to be about \$10,000. So, we came in a little under that. I think we are still on schedule for December install of that system, they haven't updated me any different at this point. They have not had me test the system yet. I don't think it is fully built.

Mike said there is no question the countertops need to be replaced just because it is a different system and it has holes in it. Three-3 drawer base cabinets, those are 72" or 82".

Ali said they are basically replacing what we have currently. It will still look the same it will just be new. I know several of the drawers no longer have fronts on the drawer.

Mike said if we approve this purchase then we have to approve where it comes from as well. It doesn't make a whole lot of sense to put a new countertop on cabinets that are falling apart and in disrepair. I think \$8760.00 could come out CUM CAP, it's improving the building.

Gary made a motion to approve the Sheriff entering a contract replaces 3 cabinets and counter tops for \$8760.00 taken from CUM CAP. Tom seconded the motion. All eye votes cast. Motion carried.

Mike said that needs to be approved by the council tomorrow.

Art said the other items that I have here. Jake had brought up the one sanitizer we looked at in the back was more of a mister than a fogger. We found something else for that. It is through McHolland Services. It is actually a fogger that would sanitize the areas of the jail. It was explained to me that with the fogger it would wrap around items so you would sanitize 360 on something instead of only getting the front where the chemical would hit. I believe the cost on it would be \$1299.00 and I believe that would be a COVID reimbursable expense. We can talk about each one of them at a time.

Mike asked where are we on the COVID reimbursement. We have amended the EDIT plan to cover it and it keeps going up. I know you presented the scanner and the personal belongings packager and the fogger now.

Art said that would replace the original one we looked at. I can't remember the price of the one we looked at.

Mike said is that the 3 items to date or is there one other one. Art said there is one additional one, when we were talking to Frontier about the phone system, I asked about a video arraignment system for the courts. I know the judges are interested in. That is one of them that I email to you, it is a Web X program, I believe it comes with the ability for 5 people to be licensed to scheduled online sessions. So, you would be able to have 5 different ones, I know it is something that can be recorded or not recorded. It is a WEB X program to the court. We would use for video arraignment any type of trials the judges would like to have. Eventually I would like to expand that service to the attorneys would be able to visit with inmates without having to

come to the jail. We would be able to use other services, if probation wanted to use it for a visit we could schedule that instead of coming to the jail, it would I believe also be a COVID reimbursable expense. We had two prices one was a 3-year solution and the other was a 5-year solution. It includes the hardware and software and support for that.

Mike said so when you say 5 different what do you mean.

Art said we have 5 licenses so that each one of the courts could have a license so they could schedule any type of a trial or meeting, I would be able to have one if we were setting something up, we would have communications to have one and then the other one I was thinking was auditor for something for the commissioners or the council that wanted to do any type of a meeting by video you would have a license through the auditor office also.

Chris Bengel said actually includes 2 what you can do is set that up to a group e-mail box. You can have all individuals that have access to it that is how those accounts are registered. You will have 4 licenses, you will have a couple in the rooms then you will have 4 themselves in the courtrooms as well. You will be able to schedule 2 meetings at any given time. You can have as many people as you wish through that grouping on the accounts they are registered to. You have access to set up and tear down a meeting. You can have 2 for permanent and current meetings going.

Art asked how many can join the meeting at one time.

Chris Bengel said you could have 1000 audio or 200 videos.

Tom asked you said 4 devices.

Chris Bengel said there are actually 2 rooms in the jail where individuals would be behind the device and 2-55" board that also incorporated. That would be available for the courthouse use or as Art and Chris indicated they are mobile they are on carts.

Tom asked if they need a lot of different types of connections, just electricity.

Chris Bengel said power and internet connection is all that is required.

Art said we have looked at both the courtrooms are set up for it currently. I would actually have to get a data connection into the 2 rooms at the jail, but that is included in this cost.

Mike asked the judges are wanting this as well.

Art said correct. We are, we have used simpler versions through the COVID issue, so the inmates were not having to be transported and we weren't bringing people in and out of the courthouse.

Mike asked if they had been using ZOOM.

Art said it has been. I think this is more secure type of system for what they are looking for. So, it can be opened up, so I believe when you invite anybody, anybody that would have a tablet that is invited to that meeting would be able to join via the internet if it is opened up that way or the courts could keep it more closed if need be. My concern with that is if an attorney is visiting with a client obviously we would have them closed. I think this expands on what or it would give us this ability whereas currently with ZOOM I don't believe we have that privilege.

Tom asked what kind of man hours are you thinking you are saving.

Art said it would depend on how much the courts decided to utilize it. I know that we have talked about this under Sheriff Hendrickson administration. It was never implemented I think now that we have used it, I think it saves time in transporting inmates back and forth. I don't know the exact number. I know most of ours are done for the initial hearings. Most of them are done by video now. I think if we put this in, all of them will be done by video.

Mike asked have you discussed this with our CARES Act reimbursement council.

Art said I have not personally discussed it with them. I know several facilities have implemented this, we have received several emails that they are putting this into play. The courts were happily encouraging it due to COVID.

Chris Shaneyfelt said there are two different funds the court system can come out of. First the \$52,000.00 that the Indiana Criminal Justice Institute sent to the county as part of the COVID reimbursable. Then we have the CESF money that is there. We have not spent any of the Criminal Justice Institute money yet. So, there would be the 2 different COVID funds it could come from.

Mike said I forget the cost of the scanner.

Art said it was \$149,000.00.

Mike said we did speak to our council on.

Art said we have.

Mike said quite a sale on that item. I have 4 items listed scanner, packager, fogger and video. Art said yes that is for the COVID expenses.

Mike said \$252,000 00 obviously we run the risk of not being reimbursed on these, if we go ahead and buy them.

Art said yes sir, I think I have express to all three of you that the one makes me a little nervous, but I know we received the email from the Barnes & Thornburg Group that has stated that the body scanner would fall within that.

Mike said the CARES ACT is still about \$800,000 still in it.

Chris Shaneyfelt said so far, we have spent \$16,027.99. Our current balance is \$792,032. There is still two claims that need to be processed yet. Actually available to spend is \$774,098.93. Then that does not include the additional \$50,000 that is on the criminal justice side.

Mike said I guess I wouldn't want to move on this unless we ran it by our council to see what their opinion is on all four.

Art said I can present to them tomorrow.

Mike said no I mean the council for the CARES ACT. I know we ran the scanner buy them, the packaging and the fogger, they all make sense that they would be COVID related.

Chris said I don't see an issue with the fogger or the court system at all. The only thing that concerns me would be the maybe the packager and then defiantly the scanner. They say it's ok. The other two doesn't faze me.

Mike said I read this morning there is a high incident of police officer casualties because of COVID-19.

Chris said it's because everyone is getting in their face and yelling at them.

Tom said I think it's worth going after and try and get it to, hopefully find the funds for it. The main thing the video system and the other we can hopefully absorb some of that if we couldn't find COVID.

Mike said we have to buy it before we can get reimbursed for it. So, then we have to find the funds to pay for it to buy it, I think our EDIT plan was amended to cover \$240,000.00.

Art said I will try and not bring anything else. I think there are some great additional benefits to this equipment too.

Mike said I think you are right.

Gary asked Chris when the filing was December 30. The 30<sup>th</sup> is the last to file for the current funds.

Chris said there is anticipation that the Federal Government will extend beyond December 30<sup>th</sup>. Right now, it still stands at December 30<sup>th</sup> is the finale submission date to have everything turned in.

Gary said so until March you would have refunds supposedly.

Chris, they have been coming with the refunds in about a week after they have approved them.

Mike said I want to say our claims representative that the firm will typical will reach out to the state reimburse committee to say is this reimbursable and that committee will typical say yes.

Chris said we have been trying to make sure things that we are looking at we get preapproval before we start going into those things, unless it is something that we know clearly falls within the guidelines, like the sanitizing mister and that kind of stuff. Anything that is remotely questionable we go ahead and go through Barnes & Thornburg and have them ask IFA.

Mike said I think we should just do that with all 4 of these. Get a conformation in writing that they think they are reimbursable and then if they are we will make the decision to go ahead and buy them and determine where/how we are going to pay for them. I would suggest we do that next meeting.

Art asked you want a conformation email form the Barnes & Thornburg.

Mike said I think so, I can reach out to them if you want me to.

Art said either way is fine.

Mike said I have other matters I need to reach out to them for something that I am going to bring up later in this meeting.

Art said out of the 4 the only one I was nervous about was the body scanner.

Mike said the scanner makes more sense to me then the packager.

All said the rest has been done repeatedly by other agencies.

Mike said I still think a big Ziploc bag would do that. They would probably be COVID-19 reimbursable too.

Art said they might be.

Mike said we will table it for 2 weeks.

All said I will get you the email.

Mike said I will reach out to Barnes & Thornburg.

Art is there anything besides the counters in satellite that I need to take in front of the council tomonow.

Mike said you just might share that information with council what you are seeking to have reimbursed from COVID-19 from the CARES Act and about the county will have to pay those up front and if they are not reimbursable then the county is going to be on the bubble for the payment. It will reduce whatever funding it comes out of. And so far, what we have done is

considered these funds coming out of EDIT funds. That means we will have to amend that agreement again to raise it up to cover this.

**Mindy Peed - approval of vote centers and an updated Knowink contract**

Mindy said here is the list of the vote centers.

Mike asked if they were the same as the primary.

Mindy said yes.

Mike said 9 voting centers. The voting center locations are the Randolph County Courthouse lobby, 4-H fairgrounds, Trinity Lutheran Church, Hoosier Place Apartments, Parker City Volunteer Fire Station, Calvary United Methodist Church, Farmland City Building, New Life Church and Lynn City Building. Any voter in Randolph County can vote at anyone of these voting center locations.

Mindy said right.

Mike would entertain a motion to approve the clerk's recommendation to use these 9 county voting centers.

Gary moved approval. Tom seconded. All aye votes cast. Motion carried.

Mike said then we have a Knowink contact.

Mindy stated this is a renewal contract with Knowink.

Mike asked if she is satisfied with their service.

Mindy said yes, it is our pole book service provider. The only thing that has changed is the price went up for the annual software license and maintenance for each poll pad. It went up \$25 dollars for each poll pad which makes it about \$500 more for next year. That has been approved by council.

Mike would entertain a motion to approve the clerk's recommendation to enter into this contract with Knowink.

Gary so moved. Tom seconded. All aye votes cast. Motion carried.

**Robin Vickery - Add an unemployment line to grant budget 100 Series**

Robin said as you well know we approved a line for our Project Income account fund. I know am requesting that you would approve and additional line in the 100 series for unemployment. I contacted the state and they advised I could transfer from 200 and 300 series for funds that would not be utilized into 100 series for unemployment and they approved that on August 24<sup>th</sup> for a total of \$8730.00.

Mike said so we need to create a line in the grant budget. Does someone would want to make a motion.

Gary so moved.

Tom asked if this comes with the approval of your advisory board.

Robin said yes.

Tom seconded. All aye votes cast. Motion caITied.

### **Wendy McDavid and Debi \Vymer - Grant Application Request**

Debi Wymer said this is a state IT grant. It is a deliverable grant and I wasn't sure which one of those like maybe pass through. A deliverable grant is once we accomplish something then they send us money, we accomplish something else and they send us more money.

Mike when you accomplish this how do you pay for what you ccomphsh.

Debi wants us to have a spending budget by 17<sup>th</sup> of September and then they move some funds into our account.

Mike said the requested amount for \$88,912.26.00.

Debi said whatever we do not use will be reallocated to another county that may have a bigger budget.

Mike asked if it was for IT needs only.

Debi said yes.

Mike said will you supply us with a copy of your budget when complete it.

Debi said yes.

Mike said the Health Department is requesting to seek this CARES Act IT funding grant from the Indiana State Deprutment of Health, and we are asked to approve tbem doing that.

Tom so moved. Gary seconded. All aye votes cast. Motion canied.

Mike informed Debi that they need to go to Council and get their approval as well.

Wendy gave Angela memorandum of agreement for 3 of our potential COVID test site employees, they are contract employees. One is admin and 2 are nurses. My clinic nurse is going to work some. That is to just get us started, there will probably be more.

Mike said we have seen these memorandum agreements have we not. I think there was a form that you sent to Meeks, and he said you would have to bring them to the commissioner's meeting to have them approved.

Wendy said yes.

Mike said this is for the COVTD-19 testing center clinic which we need to approve you opening that at 3:00 today. Do I have a motion to approve these 3 memorandum agreements with Christy Reynolds, Marita Runkle and Sherry Thompson and they will be independent contractors?

Tom moved to approve. Gary seconded. All aye votes cast. Motion caTied.

Mike said at our last meeting when we discuss the clinic, I see by the notice the clinic is in the white building at the St Vincent Hospital grass lot. We discuss a location for the clinic would be in the basement of the Family Opportunities Center where the clerk stores books and things now. With that decision, we had Jake, facilities manager, seek out from Myers Landscaping a quote to move the clerk out of there and various rooms. We talked to Mindy and Mindy was ok. with it. The cost to move them would be \$975.00 which I would think would be COVID CARES ACT reimbursable. With that being said then Jake and I, thought it might not be a bad idea to consider moving to the Veterans Service office which is in the same building, has its own entrance and has a handicap ramp. It only has 1 entrance I believe.

Wendy said then there is outgoing to the ramp.

Mike said so there are 2. I had the Health department looked at that facility and I'm not really heard yet which one the Health Department thinks would be best bases upon the States requirements of the clinic, but we also have a cost to move the Veterans Service officer to the seconded floor of the Opportunity Center in the old Highway Office which has been vacated by the highway. If we leave the decision of last month the same then they move to the basement and we change it to the Veterans Service Office they move it up stairs. I will say, I think by the room I think our potential decision to move the Veterans Service Officer has raised a concern of some of the veterans in county. I did talk to a Mike Kennedy briefly, I see Mike Kennedy back there are retired Veterans Service Officer and thank you for your service to the county Mike. Mike Kennedy's concern that he raised with me was that if we moved the Veterans Service Office to the second floor, then any handicapped or disabled veteran who was visiting the Veterans Service Officer on the second floor in the event that would require evacuation of that building that veteran would have a difficult time getting out of there because the handicap entrance to that facility was an elevator. If the elevator is shut down then you are not going to be able to use elevator. There would have to be a plan of evacuation. Anybody in that building that was in a disabled situation would have to be a plan for evacuation anyway. There was some concern about size. The Veterans Service Office is I believe is now useable space is 676 sq. feet. The upstairs office is 575 sq. feet. There is going to be a loss of about 100 sq. feet if we move the veterans upstairs. I will say the veterans did gain 234 sq. feet when combined the Homeland Security Office, Chris Shaneyfelt with E-911 and Chris moved out of there. So, prior to that time the veterans had 442 sq. feet. So, I guess 2 things come to my mind. One is that Mike Kennedy's comment is something to consider. The other comment I would make is that the



Veterans Office now has its own entrance and that might have value, I am not a veteran but I am not sure what value to place on that. The other side of that is the new office on the second floor if we were to move them has an elevator entrance. One might say it could be easier to get into that office if I am disabled or handicapped and by myself, than it would be in the current office. I don't know how the current office is handling situations like that, I do know that the current office is by appointment only. Arrangements probably could be made to ingress and egress in any facility. I don't think the current Veterans office has a restroom.

Mike Kennedy said there is one between the two offices.

Mike said it has a restroom and the second floor has a restroom as well so that is not really a concern. I guess I will ask Wendy which you prefer.

Wendy said we are not out to displace anybody. There is pros and cons to both. In the veteran's office it is self-contained. There is a slimmer chance of COVID positive patient going into the wrong door, walking through the building to find the testing site. There is also a ramp. In the other area it is on the side of the building which we do have signs that the state has sent us multiply signs. We can put big signs on the front door to make sure people are coming in and out. Either one will work. We just ask for a county location so that we can have a permanent sight so it doesn't get pull out from underneath us basically.

Mike asked what the arrangement now was.

Wendy said we are at the white house at the hospital. They are planning on upgrading the little white house to meet their needs and their testing capabilities. We are also, for the Health Department we have also been sent guidelines to be on the lookout for COVID vaccine clinics because they are anticipating the vaccine tentatively the end of the year. So we have to look at that too where we have somewhere that we could do a massive shot clinic, which may still be something we will have to anticipate doing at the 4-H fair grounds. If we are at the Veterans Office or downstairs it still has a good flow that we can make it work. The difference with down where the clerk is our contract employees have to go out into the building to use the restroom and things like that which I don't see as a problem but others may. It is all on MYFI which is provided by the state. We are not 100% guaranteed that is going to work in the basement.

Mike asked how long do you anticipate being in the white house.

Wendy said I have bargained for 30 days, till October 1 at this point.

Mike asked if the eviction stay is still in place.

Meeks said yes but not for commercial.

Mike ask Jake and Mike Kennedy if they had anything to add.

Mike Kennedy stated he did know why it's got to be in the Family. When there is a lot of vacate buildings throughout the community if this is a state grant why can't they go to a building that,

you don't have to worry about COVID affecting other people. Why can't they use one of these other buildings outside the hospital? Even if you go to the basement there is a chance for transmission. They come in my office there is still a chance of transmission. Why can't we get an offsite location for where there isn't a chance of transmission?

Mike said I think they have looked for one. I will not speak for them.

Wendy have looked at multiple sites in the county. We have talked to Chris Shaneyfelt, Sheriff, the realtors, the mayors to find an ADA accessible property that meets all the guild lines for the state. So with that being said we can't find one that is centrally located which means Winchester. So, the probably with everything that we looked at either, fieldhouse the school took that back over so we can't go there. One of the big requirements is that nothing else can go on in that building. We couldn't have COVID testing in the fieldhouse while they were having gym, volleyball practice whatever. That is the big problem there, because the state open things back up. They were going into buildings that were for sale, but the problem they are for sale and without the funds to buy them, we will be displaced again. Every angle that we have tried we looked to rent well when they find out it is for state grant the rent goes up. We just don't have that kind of funds to pay rent, staff and everything else we have to pay in our grant. Yes, it is a 100,000.00 but when you are talking about nurses and admin and everything that the state doesn't require we have to be very cautious with this, it is for 9 months at this point. We don't know what is going to happen in the future. We are trying to be very cautious with the kind of money we are spending then meeting all the requirements that state mandates we have. It has to be air condition, heated. I think Mike Wickersham you have the list, I think I sent it to you.

Mike Kennedy said I might also say that the office was original a single office with Pappy Harshman who was the Homeland Security and Veterans Service Officer at the same time. So you say we gained space when Chris left, we actually didn't because we shared storage and we still share storage with Chris it's not like we gained anything. By moving this upstairs, the county just, a year ago paid money to upgrade the office for new furniture and the wall that Kathy Shull sets behind. She used to have to set in the front. Now she is protected already. If you take us upstairs you will have to remodel the upstairs so that she is protected like she is now. There is no seating and privacy for veterans, moving us upstairs is just not the answer.

Mike Wickersham said you operate on appointment only.

Mike Kennedy said that is temporary as long as COVID is around, before we had walk-ins all the time.

Mike Wickersham stated so because of COVID you keep your door locked now.

Mike Kennedy said yes, we have to keep it locked.

Mike Wickersham said the only other thing that I am going to add to the mix I guess is, we are in the process looking for a new Veterans Service Officer. We have posted that job and to my knowledge we have one applicate. We need to replace Mike and I am wondering if we wouldn't be best to make this decision as part of the decision to replace Mike. I know you are looking at a

month. We shouldn't really set on a Veterans Service Officer much longer than that anyway. My concern about the basement is that it has two doors but everybody walks down to the two doors on the same sidewalk.

Wendy said if we can't find a site we will just not have a testing site in Randolph County.

Mike said I am not saying we won't have a site, just saying I just going to try and find the best site for everybody in Randolph County. Like you I don't want to displace anybody arbitrarily. If it can be done to satisfy everybody that is what we are trying to do.

Duane Ford, I am a veteran and so is my brother-in-law and some other guys here. The second-floor thing is the question I have we have an elevator, what if you have an emergency or fire and close off the elevators. You don't have a handicap access.

Mike said there would defiantly have to be a plan of evacuation not only for any veterans that need assistance evacuating but for anybody in the Health Department, any of our other tenants they all need and should have plans of evacuation in the event the elevator is shutting down.

Jake said I would might add the fire safety code the fire alarm drops the elevator automatically goes to the ground floor anyway. So it will be off until the fire department comes back in and deems it safe to reset that elevator. Whether it's this building or the old hospital with an elevator it doesn't matter you still need to have a plan in place nowhere your access is at all times if it is in an emergency.

Tom said it's a tough situation, trying to way all the positives and negatives I think the community is best served by having this testing site in the veteran's office.

Gary said I agree with that but what is the possibility of making it temporary **like** a year or nine months something like that and then move back since it is more accessible and hopefully if things go as we hope will be only in this temporary. That's a long-range program for the veterans.

Wendy said this is a 9 month grant up to 2 years is what they are telling us.

Mike thinks if we did it for the current time period of nine months and then there might be better opportunity to find another location. If that is what you are thinking I wouldn't have a problem to limiting to nine months. I think part of that we could see how the Veteran's Service Office works on the second floor and if it works to the point of its unattainable then we try to do something else there.

Bart Teeters requested that you table this a week and get the veterans group a chance to possible find. If we could meet state requirements we may be able to find a facility with new circumstances that the Veterans Service Office may use their own, they open up more opportunities if you could give us a week. To possible find a different solution so we don't have to move office at all.

Mike said I don't have a problem with tabling it for two weeks. I think with the difficulty of finding a location becomes finding a way of fund it. We have empty space now in our facility that no one is coming out to rent. It would be a cost savings to the county but to Health Department. I think the move can be made relatively short time if we table it until September 21<sup>st</sup> meeting. That would give the veterans time to help the Health Department locate a facility I don't have a problem with that.

Tom said so he is asking the veterans to help Health Department to find another facility rather than the Veterans Office.

Mike said yes.

Dennis Whitted, I am also a veteran. My feelings are that COVID is temporary Veterans are forever.

Mike said part of the motion made was for it to be a temporary location for the 9-month period at this time. That motion may have been tabled I don't know.

Tom said I think it is the best solution overall.

Mike at this time thinks it is the best solution for the Health Clinic and again I think there is some objections to moving the Veterans to the second floor, I think those could be overcome. I don't think it will be, it's a change and change can create stress. I think if we work together I think we can see where it will take us. Are we ok to table it for two weeks?

Tom ask Wendy if that would work for them.

Wendy said it works for me. I could try and get the little white house for a little while. One of the VSO office there has to be a doorway put in, or open up a door, Jake could tell you more on that, so there is continuous flow. In one door and out the other.

Mike said an interior door.

Wendy said yes, and I am not sure how long that would take. Whatever is best for the whole county.

Mike said I think St. Vincent would work with us in the event they know we are going to move. It's that not knowing if we are going to move. Do you want to table for 2 weeks?

Gary said yes.

Mike asked is this the information that we should share with the Veterans to see if they could find a different location.

Wendy said this is the first one they sent me off of the OPTIMA site. ISCH is running with the same.

### **Mike Haffner - Utility Agreements**

Mike Haffner said we just got an update going to a fiber optic line to Dick Lavy's business on 200 West, South of 28. It is just bore under the road and up his long lane.

Tom moved to approve this agreement. Gary seconded. All aye votes cast. Motion carried.

Mike Haffner said I have a quick update on the new bigway facility. All outside lights have been repaired and working. The generator has been installed. They were out last Friday and wiring it up and then the only thing remaining on that is Generac has got to send their people to do a startup and training. Other than that, I think that completes all of the facilities. So, we are really close in my mind it is pretty much complete. The old facility we are 100% out of the main building and even the tires and all that. We had extra time to get out but that is 100% moved out. That means all we are utilizing at all is the north barn. We have plenty of time on they don't plan on using it.

Tom said that and the emulsion tank.

Mike Haffner said may be the next meeting I can get on the agenda and we can decide what the future of that is.

Mike said we have a Jim Allen maintenance quote for the underground tank removal this morning on the agenda.

Mike Haffner said we had previous had a quote from Oscar Lawrence.

Tom said I need to try and find someone else to quote it or try to find somebody to talk about it.

Mike Haffner my concern is the liability side of it to make sure everybody is licensed to get it off the record.

Tom said you could put your fill in there with no problem he would work with you to haul the fill in and everything.

Mike Wickersham said I don't think we are ready to decide on that removal. I don't think there is any hurry to remove that tank.

Tom said we have until November. If we have it started by November, we can probably go to the first of the year, to have it completed.

Mike Haffner said the way Oscar Lawrence told me, it has to be removed by November.

Mike said to do what?

Mike Haffner said to get out of the regulations of the inspections. Right now, there's things that need to be repaired and you have up until November to do that or decommission it.

Mike said are these from the last inspection.

Mike Haffner said from the last inspection there are defaults from that, which we knew all along. They either need to be updated or you have to decommission it. I was under the impression it has to be removed before inspection.

Tom said that Jim Allen said if it is in process, they would give at least 30 days before.

Mike said who starts that decommissioning process?

Tom said the contractor would. He will start that process whenever we award the contract.

Mike said anything else?

Tom asked Mike Haffner are you okay with the lightning strike, the electronics.

Mike Haffner said pretty much a week after the fuel management system was up to date, the credit card, or the fuel management system quit working. They had replaced it because we have that under warranty, but now they are saying that it was taken out by an electric strike and that is not part of the warranty. I argued the case with them and they are taking it back for a review, they are saying it is a possible \$6,000.00 bill.

Mike said have you called and talked to our insurance people?

Mike Haffner said I have not called because I was waiting a response from them regarding our warranty. They are looking into it.

Tom said the problem is that the installation should have surge protection.

Mike said you would think so.

Tom said that is something that should go back to Oscar Lawrence.

Mike Haffner said that was my argument, why wasn't that put in because we did have an electric strike, everything else we were able to reset and move forward.

Mike said if it had surge protection, then it ought to be covered by warranty. If it didn't then Oscar Lawrence should be wondering why it didn't.

Mike Haffner said my concern is that we have electric strikes all the time. Is this going to be a \$6,000.00 hit every time we have one. I told them they need to get this figured out and what options are there.

Mike said I have one item. The Indiana Department of Transportation rehabilitation project over the Missenawa River on State Road 28, 2.8 miles west of US 27. They have a plan for

rehabilitation, road closure and we have 30 days to offer our objection, if we don't they are going to assume that we are okay with it.

Mike Haffner said I took care of the last one.

Mike said if you want to take a look at that one, it will be down to one lane with a light.

Mike Haffner said I am aware of this one, Perry Knox has the contract on it.

Mike said we won't object to it then.

Mike Haffner said no.

### **John Green -New Lisbon Broadband Communication**

John said I wanted to make a comment about the Health Department issue that you were talking about earlier. They approached us about our old building here on south Greenville Pike and I think the issue with that, with renting any type of space for this Covid testing for a short-term period, is legal liability and insurability. Our insurance agency recommended highly against it, basically because what happens when that temporary is over with and then you turn around to sell it and say somebody ends up coming down with Covid, then they are going to come back on you. I think if you were looking at purchasing property, that is one thing, but if you are looking at renting property then obviously the insurability stays with the owner and also the liability stays with the owner. Anyway, the reason I am here today is I would like to put in an eleventh-hour request that we would like to be able to partner with Taylored Systems on the bid for the County telephone system, not only your Sheriffs department but also your courthouse and the other locations. We hadn't been a part of this process previously, we weren't aware of it until Bill Taylor contacted me a week or so ago and asked if we were aware of it and asked if we could do anything. My answer was that we were not aware of it and yes, we could potentially be able to help them as a partnered proposal. We are one of three facility-based telephone providers in the county, the other two being Frontier and Comcast. We have all the ability that both Frontier and Comcast have to provide telephone services, 911 services etc. and Taylored Systems obviously doesn't have that ability. They would have to get the local service lines from one of those three providers. So, by partnering with Taylored, we would provide the County with a unified solution that would still have one point of contact. It would not be a finger pointing situation if something went down. Obviously the two partners would work together on that. My request here today, I think you have basically already answered it, is we would like at least a month delay on any decision making so that I can get with Taylored Systems and we could look at putting together a comprehensive proposal. It sounds like you are already looking at tabling everything, waiting on a follow up proposal from Frontier for the other locations.

Mike said we will not be deciding today.

John said that is the purpose of my being here today, to see if we could get at least a 30-day extension, so I will have time to get with Taylored Systems and put together a proposal.

Mike said you are saying that New Lisbon could offer 911 service.

John said we have the same capabilities as anyone else does. In fact, the actual 911 infrastructure provider is a company called Indigital and have connectivity with Indigital in Richmond and Indigital is a third-party provider with 911 services throughout the state of Indiana.

Mike said limiting our connection to 911 to Frontier or AT&T is not state mandate.

John said no, there is no reason why you have to be limited, Frontier uses Indigital for their 911 services, just like we do. Just like Comcast does.

Mike said that New Lisbon Broadband Communication indicates that they can offer us 911 service in the County.

Chris said f would have to confirm whether they are permitted to do that or not.

Mike said I just raised that question.

Chris said to my knowledge, we use either AT&T or Frontier.

Mike said I understand,

John said in reality Frontier doesn't provide the service, Indigital does.

Chris said conect, but we still have Frontier.

John said my poi'nt to Mike, we also use Indigital, we have Indigital in Richmond. So, we have the capability of providing the same service.

Mike said I welcome the presentation and the partnership with Taylored Systems and we will take a look at it.

Tom said can you do hardwire, not just the cloud-based service.

John said we would do that yes. What we would do is put together a couple of different packages, one would be cloud based and the other would be a hard-wired solution.

Mike said I think Taylored's was a cloud-based system.

John said it was originally and they are capable of doing a hard-wired based system as well and there is also the potential of doing a hybrid, so, some of the outlying locations you don't necessarily want to locate equipment. So, you could do hybrid where part of the system would be hard wired and part of them cloud based.

**Donnie Bousman - Randolph Southern School Corporation Superintendent**



Donnie said I am here today, I heard last week that the County Council voted not to appropriate funds for the Headwater windfarm agreement that the County Council and Randolph Southern and the Commissioner's all agreed to back on August 13, 2013. I got the message and was a little confused, didn't really understand why, every year we have received funds. I started looking into it, this year we are scheduled to get \$130,656.70 and those are tax dollars that would have been ours if the abatement hadn't have occurred. We are very appreciative of what the County did in 2013 to help provide those funds that we would have lost. I have the agreement here and I think you should have a copy of it too. I am a little dumbfounded because, the only reason why the funds wouldn't be provided to us is if the windfarm didn't provide them to you. I will tell you the last three or four years we have utilized the funds, in 2016-2017 we received \$54,236.00, we used it to reseal and resurface our track that we installed back in 2005 and 2006. In 2017-2018 we received \$71,564.00 and we utilized those funds for new bleachers in our elementary and to resurface that floor in the gym. Last year in 2018-2019 we receive \$78,394.00 and we utilized those funds for our playground remodel. This year we received \$104,525.00 and right now we have to replace the high school chiller, that is already completed, we also have a roof project that finished up last week or week before last and we are also doing PE locker room remodel. We were going to use part of those funds if we didn't have enough funds to complete those projects but I think we are going to do that with our bonds, so we are going to be able to utilize some of those funds for other things. Just like this year for example we had to buy to mini buses and a school bus, I would like to have bought another school bus but I'm not sure the funds are going to be available for that. Anyway, I am here to ask if there is a rhyme or reason of why that occurred. If anybody knows. My board is kind of curious and so am I.

Mike said the only thing I know, is that it has been a little less than a year ago maybe, we talked about this contract and I think at that time we were hands down that we had a contract with the School Corporations and we weren't going to break it.

Donnie said it is Randolph Central and it is also Union too. They don't have as many funds as we do.

Mike said that is why it was discussed, there was a concern that some didn't have as many.

Tom said if we go back on assessed valuation, it changed, the final deal now, the original was like 83% Randolph Southern, and we don't have a figure, but it is closer to 60%, is the final build out of assets per school district.

Mike said I don't recall, I know the Commissioner's voted that we would not break a contract or even modify the contract at that time. Now if Council did or not, I don't recall and why Council chose to take the route, half the council, the motion was to appropriate it and it takes four votes to appropriate it and they only had six council member present, so, it was a three to three tie. I am not sure, if it is an obligation with the School Corporation, if they don't appropriate it from windfarm fund, which I don't know that the cannot, not do that, we are going to have to pay it anyway.

Donnie said I will be here tomorrow. From our perspective, every dollar counts and we are using every dollar we can to help our students and when this was approached to us in 2013, I

asked Meeks to tell me what this is and everything. It sounds like a no brainer. I receive this on August 24<sup>th</sup> about the new abatement and I don't think that is the same arrangements there, but Meeks did tell me that, that fann ground would be assessed, in our district, I think it is \$108 of the assessed at 3% rather than 2%. But the structure itself if the abatement portion. Is that accurate.

Meeks said that is accurate.

Donnie said I am not saying that we can't use that too, but I am just trying to figure out where we are at right now and why.

Mike said again, we didn't make that decision. I think tomorrow is where you should be able to find out why it was done or what the rational was. I don't quite understand it either.

Donnie said it is no different then with any contract that you have, it is what it is and if you sign it and unless you have a reason to break it. I didn't see, I think it is about a two-page document. I have it, there is nothing in there that says reason why it would break or not follow through.

Mike said other than the windfarm not paying us, and they are paying us.

Tom said in 2016, your started in 2016?

Mike said they started in 2017.

Meeks said they go from 2017 to 2025, I believe.

Donnie said I think the biggest thing, like you said, most of the windmills were put in our district at the time, I'm not sure what that bill was. This was presented to us, so our board just took it in and voted yes. With taxes the way they are.

Tom said I'm not sure you base your budget on anticipation of a contract.

Donnie said this year for example, I didn't know Covid was going to hit. We have spent \$40 or \$50,000.00 just in PPE. Would have loved to have gotten in on some grants that were out there. It has been challenging. I will tell you, I don't know Chris, they hired a contacting facility to help the grant that is out there.

Chris said yes.

Donnie said FEMA has been challenging to deal with. So, every dollar counts for us and we are trying to utilize it to especially, these funds have gone into transportation, capital projects, that is where our board has tried to put that. The first year we did it our teachers came to us and said this is free money. No, it is not free money, its money that we would have gotten for those areas anyway on our tax levy. That has been an on-going battle, but we try to give out teacher and employees pay raises regardless.

Mike said I don't have any intention today or in the next five years of breaking this contract.

Chris Shaneyfelt said Terry is done with the bids if you want him to present on them.

Mike said it is a good time, I suppose you want to hear these don't you Gary. Council is next on our agenda; do you have anything you want to report Gary.

### **County Council**

Gary said we are going to approve our budget tomorrow we had some pretty good cuts we had to make and we are also looking at avenues to fill the void in Randolph County's operating costs. The budget was cut, we were fortunate in that we got quite a large receivable coming in.

Mike said what does that receivable amount to?

Gary said \$470,000.00.

Mike said is that permits?

Gary said yes, knowing that is a one time, council is going to be tasked with making sure we can maintain that budget. We know what we have to do, we have some information on what possibilities are out there. As Randolph Southern said to, Council has had some concerns, I don't disagree with you Mike that short of the funding coming through, the obligation to send it through appropriation belongs to the council. I have explained that more than one time.

### **Terry Burnsworth -Open Bids for Infrastructure**

Mike said Terry do you have a recommendation for us?

Terry said I do.

Mike said were all the bids appropriately submitted?

Terry said yes, they were. The one with the yellow on it, that is your bids, you had 16 bid, they all met the legal requirements. That is the reason you see those x's in those areas. The yellowed ones are the ones I am going recommend and that is on a summation single page. By the way I take the yellow off and when contractor's start asking tomorrow, I make it into a pdf and send to them. I just did the yellow here that way you could see which ones we are going to use. The recommendations that I am making for this project is under package 3C which is the concrete, that's MPX, they are out of Anderson, if you don't know about them, they have actually done a dozen or more of our projects related to tower construction. Thirty-one the civil work, Cobalt, they are here in town, I assume you know them. Fencing also Cobalt, here in town.

Mike said these are all for all locations.

Terry said yes, these are summations, these are actual summation, you do not add to these. The tower concrete \$103,771.00, the civil work is \$78,105.00, the fencing for all three locations \$30,600.00. Now I have the broadband separated, I have always kept that separated because

those are smaller sites. Tower steel we had two tower steel bids, MPX they don't build the steel but they indicated that they are buying the steel from Nello.

Tom said do you know what MPX, does that mean anything, is that a name?

Terry said I know his name is Michael Pelsner, but I have no idea where the X comes from.

Mike said is the steel 35TL?

Terry said 35TM is the tower material, that is the steel and we had two bids on that. We had Saber out of Iowa and we had MPX. Saber builds their own and galvanizes them, MPX they are bidding and they are buying theirs from Nello, out of South Bend. The history that I know of, they were a break off from Valmont, Valmont was out of Plymouth, they did a lot of the towers in the state of Indiana, so they broke off and apparently, they did their own galvanization too. I always say that because that is a very expensive process if you have to sub it out.

Mike said 35TM is the steel?

Terry said that is the actual steel.

Mike said is 35TL the concrete.

Terry said the 35TL is the tower labor. That is to stack it.

Mike said so, 03C is the concrete?

Terry said yes, that is the concrete and Mike that is the concrete for the towers, and it is also the concrete for the shelter and the concrete for that small generator.

Mike said that is all the concrete?

Terry said yes, it is everything. MPX is the steel and MPX is the installation of the steel and then we have Dispatch Products for the furniture, we had anticipated all along to change out the furniture and the dispatch center with the new equipment going in and they were the low bid, there was there and Xybix. Dispatch Products is out of Angola Indiana, north of Ft Wayne. They build product up there and install it themselves. They just have to finish doing a project of mine in Marion Indiana for Consolidated dispatch. What I am recommending is the PSC, is the Public Safety Communications sites, all those together are actually \$651,200.00, but then you add in the dispatch furniture at the same time. It is not like we need it tomorrow, but it is an eight-week procurement time on that product, because it is custom built. Broadband sites, I should indicate.

Mike said that sounds a lot lower than what we expected.

Terry said it is, it is about 15% lower than expected. Now, what we don't have and I am recommending at the top of that one page. What I am recommending is that you rebid the

electrical, we had one bid on the electrical and that bid was considerably over what was estimated. By the way these other packages are 15% less than what we estimated so that is very good. I was scared because I know steel has been inching up little by little. I recommend you rebid that, I also recommend you do the rack procurement of the shelters, I just got finished with a project over in Illinois and they decided that they do that. We got one bid on the shelters and *it* was about 35% higher than it needed to be.

Tom said how high was the electric over your estimate?

Teny said the actual dollar amount was \$100,000.00 over.

Tom said what percent was that?

Mike said was Sydney the electrical bid?

Teny said yes. Tom that would be 25% over. I am always very wary when you only have one bid anyway. I am very surprised that Fredricks, they are very good electricians, I am surprised they didn't bid it.

Tom said they are a general too.

Terry said that maybe it. Electrical is not a long procurement time. The steel is a long procurement time. Fabricating this, especially these big towers, the short towers can be fabricated in three to four weeks, those tall towers, you are talking about 8 to 10 weeks on those fabrications. We are still waiting on the FCC, what is called the ASR which is the antenna structural registration, we should be getting that within the next 30 days.

Mike said with the towers we are dealing with two contractors, Cobalt and MPX?

Teny said yes you are. You will be dealing with three eventually when you have electric. MPX, I know very well, I have no question of their ability. What I did here, I put the broadband in there too. We have four sites on broadband, we do have companies that are interested. I have been working with Randolph County Economic Development and Ceann and Greg and we have people that are interested in putting their fixed wireless on those towers.

Mike said do you have locations for those broadband towers.

Terry said we have approximate locations, we do not have lats and longs.

Mike said do we know the best place to put these?

Terry said within each township we do, what Gary said at those meetings and we have actually identified a radius to propagate which is three miles which on a fixed wireless that gives you up to 100 megabytes and speed. You take the center of that circle and we find the site within it.

Mike said who has been doing that?

Terry said we have been doing that, we have a contract with Economic Development.

Mike said I had heard that nothing against you Gary, but I heard that you were picking the site for the Randolph Southern area and Dave Lenkensdofer was picking the site at Union City, I was wondering what expertise do they have on site location.

Teny said I don't live here, I live out in the country, your citizens are going to have fantastic coverage, I wish we had that in Hendricks County, which we don't. Anyway in fact Gary asked in last weeks meeting, I need to know, give me three or four locations within a township, within that radius, remember you had asked that Gary and that way he may know people here, I don't know people in the County and we need to find out on those intersections, who can we develop an MOU to do a 50'x50' area and put a 180' tower site for fixed wireless. We would rather have LGE because it is very important in those areas too. But we can't force AT&T, Verizon and all those others. What we do have an interest in is New Lisbon, Watch, Mercury, Fourway they are interested down here too. They do a lot in Kosciusko County. Fixed wireless is the only way to get it out at this point. So, we have these four sites now, we have a summation of a single site, we came in low on the others, which ends up being about \$168,000.00 low on our big mega compounds, so we came in good on the costs there. We came in a little bit above our broadband sites. I estimated them between \$100,000 and \$120,000.00, but those estimates go back over two years ago. Were about \$113,000.00 on site, the reason I am telling you this because I know you are going to do four sites, because that covers the four corners of your county that need to have coverage. The school got a grant, Randolph Eastern at Union City and they are going to put up a 180' structure at the high school and be able to propagate so that they can have e-learning and potentially have wireless in that area. To me that is a game changer, most people are going to have those little MiFi's, if you don't have coverage on these devices, that is not going to do you any good. They are looking at it in a bigger scope. How does that relate to you? How it relates to you is that you guys already have already gone through the legal procurement process. I put down the cost of one site. I don't know how much civil work is needed at the high school, I don't know if they need fencing around like these compounds we are putting out in the middle of the cow I try to do. What I am getting at is that the school is already being given money by the Governor to actually put this in. Are you guys interested, can they tag on to yours and do a change order, it can potentially be up to \$113,000.00. They would have to reimburse the County. Logistically whatever that does, we would have to enter into some agreement or something maybe.

Mike said we would have to partner with the school on that one tower?

TelTy said I have a meeting and once you approve this, we have that procurement process going. So, what are you're feeling about it.

Mike said I like the fact that we are dealing with two contractors for all the towers, its nice that the infrastructure project, the Communication towers under bid.

Terry said what do you think about the school part, they are going to reimburse you.

Gary said I think we definitely need to, it is going to save them time, its going to save them most likely some money.

Teny said a little bit of money, but time is the essence.

Gary said time is a big factor for them, they wouldn't have to do the bidding process.

Mike said we would own three of them?

Ten-y said no, you would still build your four, because you need those four, in the four corners and then we would do a change order to be able for you to procure one more tower.

Mike said the Randolph Eastern tower would not replace one of ours.

TetTy said no. But I need to know if you are okay with that then I would begin that process. Because I am meeting with the school at noon at Ceann's office. Sony ifl through a lot out there. So, what I need from you gentlemen is approval to I am assuming you still want to do the broadband sites, but approval of these contracts, I put the fumitw·e in there too, if you don't feel comfortable approving that now, you can approve it at your next meeting.

Mike said basically what you are saying is our initial commitment for the communication broadband site towers was \$400,000.00 from EDIT funds and with this change order, that bill goes up to \$567,755.00 for the tower sites.

Terry said you are correct.

Mike presuming, we get reimbursed of \$113,551.00 from Union City, we are still \$54,000.00 over what we initially committed to.

Ten-y said yes.

Mike said so that would be the qllestion on the broadband site.

Tom said is that Economic Development money?

Mike said that is initially indicated that we would do. That is the major portion of the expense. Is that all we need out there.

Ten-y said yes, the electrical and a shelter would be a plus, if you could provide that for these people putting in fixed wireless, that entices them even more to come. If you do that you are talking about another \$100,000.00 on top of that. It is minimal electric, its not like your public safety sites that you got a backup on backup. Here you are providing a transformer and a disconnect. You don't have to though, but I would suggest it.

Mike said we can make that decision later as well..

Terry said yes, you could. The big decision now really when it comes down to it your big decision is the 35TM because there is a procurement time. That one needs to be approved because we have to get the process started on fabrication.

Mike said I see no reason not to approve all eleven contracts. The six for the PSC and the five for the broadband. We have determined that the county needs the broadband towers, we have already made that determination and it's interesting that those came above and the others came below.

Terry said I don't know why and that is unusual.

Mike said you are recommending we approve all of these?

Terry said I recommend that you approve them all. Because the study has already shown your deficiencies on your broadband and that is the purpose of those.

Gary made a motion to take the recommendation of Pyramid Consulting to approve MPX and Cobalt as our Contractor's for the installation and fencing of the PSC towers as well as the broadband towers with the change order for Union City to add a tower. Tom seconded. All aye votes. Motion carried.

Mike asked Terry if there was anything else.

Terry said do I need to work with you Meeks, do I have any agreement with them.

Meeks said you will need to have an interlocal agreement with the School.

**Other Business:**

**Regular Claims \$514,485.70**

Mike asked if there were any comments or question regarding the claims?

Gary made a motion to approve the regular claims as presented. Tom seconded. All aye votes. Motion Carried.

**Payroll Claims \$216,568.28 & \$209,133.09**

Mike said there is two of them, one is for August 28<sup>th</sup> in the amount of \$216,568.28 and the payroll claim for September 8<sup>th</sup> is \$209,133.09.

Gary made a motion to approve the payroll claims as presented. Tom seconded. All aye votes. Motion carried.

**RCED September Claim \$24,833.33**

Gary made a motion to approve this claim as presented. Mike seconded. All aye votes. Motion carried.

**RCED Covid Relief Grant Claim- \$26,750.00**



Mike said this is for \$26,750.00 which is the balance of the first grant received. That is for the grants going to the local businesses.

Gary made a motion to approve this claim. Tom seconded. All aye votes. Motion carried.

**Kleinpeter Consulting Claim \$1300.00**

Mike said this claim is related to the one we just approve. This is the claim for Kleinpeter Consulting the balance of their grant administration fee of \$1300.00 that will come from grant money. This is what we agreed to.

Gary made a motion to approve this claim. Tom seconded. All aye votes. Motion carried.

**Thor Construction Claim \$218,545.87**

Mike said this is the final payment on the contract and for the most part is retainage. If we pay this, we no longer owe anyone on the highway garage and it is a complete project. Hearing from Mike Haffner, I believe it is.

Tom said other than Oscar Lawrence, that is concerning.

Mike said it is unusual that there is one item out there, of course it may be on a separate circuit. They should have a surge protector.

Gary said I am still a little leery, I would like to but then, I saw they were out there working Friday on electrical, trying to finish that up. I was hoping they would have it all done. Until we get these things resolved, I think it's an issue.

Mike said you want to table this.

Gary said I do.

Tom said I agree.

**Cripe claim 8/2/19 \$1276.55**

**Cripe claim 9/3/19 \$932.20**

**Cripe claim 12/31/19 \$222.98**

**Cripe Settlement Agreement**

Mike said we have three Cripe claims that we have been tabling for quite some time now, do we want to continue to table that.

Meeks said unless you want to settle with them.

Tom said I think the ball is in their court.

Mike said we have not been billed for the restocking charge yet, I say we wait until we are billed and go from there.

Gary said yes,

Mike said does that apply to the Cripe settlement agreement as well?

Gary said yes.

### **Minutes of July 1, 2020**

Mike said that brings us to our minutes of July 1, 2020 which we received a copy of via e-mail. This is a meeting that we had in the evening regarding the solar ordinance. Any corrections, additions or deletions to this set of minutes.

Tom made a motion to approve the minutes as presented. Gary seconded. All aye votes. Motion carried.

### **Comp time reports**

Mike asked if there were any comments or questions about the comp time report. Hearing none we will move on.

### **Resolution 2020-14**

Mike said the next item is the Resolution 2020-14,

#### **RESOLUTION NO. 2020-14**

#### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF RANDOLPH COUNTY, INDIANA APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT, A ROAD USE AGREEMENT, AND A DECOMMISSIONING AGREEMENT WITH RJVERSTART SOLAR PARK, LLC, AND CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Board of Commissioners of the Randolph County, Indiana (the "Board") desires to benefit the health and general welfare of the citizens of Randolph County, Indiana (the "County") and create opportunities for gainful employment and business opportunities within the County; and

**WHEREAS**, Riverstart Solar Park, LLC (the "Company") is contemplating the development and construction of a solar-powered electric generating facility in the County, which will have a rated capacity of approximately 200 megawatts (the "Project"); and

**WHEREAS**, in the completion of the Project, the Company will invest up to approximately \$252,000,000 in equipment and real estate improvements in the County and create approximately six permanent jobs; and

**WHEREAS**, the Company has requested assistance with the completion of certain road improvements, the approval of tax abatement, and other assistance from the County with respect to the Project; and

**WHEREAS**, to induce the Company to complete the Project, the Board desires to approve the execution of an Economic Development Agreement, between the County and the Company, a form of which has been presented to the Board on the date hereof (the "Economic Development

Agreement"), pursuant to which certain incentives will be provided to Company in exchange for its commitment to complete the Project, to make certain economic development payments, and to take certain other actions with respect to the Project; and

**WHEREAS**, as contemplated by the Economic Development Agreement, the Board desires to approve the execution of an Agreement Regarding County Roads and Drains, between the County and the Company, a form of which has been presented to the Board on the date hereof (the "Road Use Agreement"), pursuant to which the County agrees to provide the use of certain roads to the Company and the Company agrees to repair and improve such roads and certain drainage improvements in the County; and

**WHEREAS**, pursuant to Section 19-7-6-3 of the Randolph County Zoning Ordinance, the Company is required to formulate a decommissioning plan and to provide financial assurance for the decommissioning of the Project; and

**WHEREAS**, the Board desires to approve the execution of a Decommissioning Agreement, between the County and the Company, a form of which has been presented to the Board on the date hereof (the "Decommissioning Agreement").

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Randolph County, Indiana, that:

The Board hereby finds that the execution and delivery of each of the Economic Development Agreement, the Road Use Agreement, and the Decommissioning Agreement are in the best interests of the County and its citizens. The Board is authorized and directed to execute each of the Economic Development Agreement, the Road Use Agreement, and the Decommissioning Agreement, in the name and on behalf of the County, and the Auditor of the County is hereby authorized and directed to attest the execution of each of such agreements, with such changes and modifications as such persons or the County Attorney deem necessary or appropriate to effectuate this Resolution, said persons' execution thereof to be conclusive evidence of the approval of such changes.

The members of the Board, the County Council, the Auditor of the County, the legal counsel of the County, and other appropriate officers of the County are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution.

This resolution shall be in full force and effect from and after its adoption.

DULY ADOPTED on this 8th day of September, 2020, by the Board of Commissioners of Randolph County, Indiana.

Mike said basically this resolution sets out that we are going to sign the Economic Development agreement, the Road Use agreement, the Decommissioning agreement as presented to us by our attorney.

Tom said does this mean there can be no changes?

Meeks said it says you are going to sign it after the County Council approves the tax abatement. This is contingent on the County Council's approval.

Mike said I have a couple questions. The decommissioning agreement, I am okay with. The economic development agreement, I want to talk about the road use agreement, the road use agreement and I raised this issue a few weeks ago, not really officially, in section 11, financial assurance, the performance bond would be an amount equal to \$50,000.00 per mile of designated roads and that seems a little low to me considering it takes about \$185,000.00 to pave a mile of road. I understand the theory is, we are not going to make or be disappointed with all roads that are tom up, but I think \$50,000.00 seems a little low. The other concern is and maybe Meeks can help explain this, provided however in leu of a performance bond, developer may provide a guarantee in the fo l m satisfactory to the county. I suppose we could object to a guarantee. A guarantee is probably going to come from the parent company, because I think that is in the economic development agreement as well. Those two I have an issue with.

Meeks said we just don't get the guarantee then.

Mike said as long as we can arbitrarily refuse to accept the guarantee, I'm okay with that.

Meeks said it doesn't say anything about reasonable.

Mike said then the other one is in section 10, above that which is post construction restoration, if there is a disagreement and it says in the event the parties disagree as to the restored condition of the designated roads, the parties will engage a third-party engineer to do a post construction road construction report finalizing the restored conditions. Should we have a procedure for choosing that engineer and who is going to pay for that engineer? This reads that an engineer is picked when we agree to an engineer and I presume we are going to share in the expense of an engineer.

Meeks said if it doesn't say that we are not, then we are. This was exactly from our other agreements with EDPR.

Mike said I don't remember our other agreements having this broad language in there.

Meeks said we used the exact same template. If you want to change it, then just tell them we want that changed. To be paid by the developer.

Mike said I am just raising that as a concern.

Meeks said we just add it to the very last sentence, to be paid by the developer and we can add that if an engineer cannot be selected then we select one and they select one and both select a third one.

Mike asked Tom and Gary what do you think?

Tom said I agree on that.

Mike said it could say we share the expense too.

Meeks said I think they will sign it if we put the expense on them.

Mike said it reads a little different. If the parties cannot agree on the final scope of work then developer shall retain at an expense a third-party engineer that is acceptable to the county to assess the preconstruction and make a final determination of the work necessary to restore the designated roads. That is in the other one. I don't have a problem with them picking the engineer as long as we can approve it and they pay for it. That is the way I am reading this one.

Mike said what about the \$50,000.00?

Meeks said I think we just add a line in there that says that the commissioners may reject a guarantee within their reasonable discretion.

Mike said what about raising the performance bond above \$50,000.00?

Meeks said I know there was discussion on that aspect of it. I don't know what the discussion was.

Mike said \$50,000.00, if it is 20 miles that is \$1 million, and if 10% of them are troubled then \$1 million.

Tom said I didn't see anything in here about conduit for fiber.

Mike said there is nothing regarding conduit for fiber any all three agreements.

Gary said was it suppose to be in here for the conduit.

Meeks said we did not negotiate that and there is nothing in there about conduit.

Tom said if we sign this without it, the likelihood of that happening is slim.

Meeks said what he said was, this far along, I'm not sure it can be done.

Tom said we lost our champion with Paul Cummins, Chris is not that interested in it. He said this project is farther along in financing, it would be harder to get them to get the investors to go along with it. But I think we have proven that it can be done. I would like to continue this around all these projects.

Mike said it would be nice if we could do that.

Tom said if we sign this without talking about it, it will be more difficult.

Gary said we don't have a conduit agreement?

Mike said no, not on the solar farm.

Meeks said not on the solar farm, they told Tom that they were farther along.

Tom said they said it would be harder to do, but if we make this a requirement. It will cost us some money.

Mike said do you want to amend this one to include it?

Tom said I would like to because I don't think it will happen otherwise. When these projects come to arrival, the bigger the footprint of this conduit, the more assets you can sell to an internet provider. This would help the people of Huntsville and surrounding area.

Gary said even though this is going to be a smaller footprint. It still would be nice to add to it.

Tom said I would assume it would just be around the perimeter somehow, I don't know how to figure it out yet. I don't know how they connect these panels together, I don't know how far apart they are. This is something I would like to see some discussion on.

Mike said can we put some vague language in there that the company will work with the county in the installation of fiber conduit as we did with Headwater's II and the county would pay a reasonable fee to have that done shall they choose to do that.

Gary said I agree.

Meeks said the company shall make all reasonable efforts to assist in the installation of county infrastructure for high speed internet fiber optic conduit. Similar to the Headwater's II project.

Mike said the only other item that I saw in the road use was the other two agreements have assignment rights to somebody with a \$25 million net worth and it is not in the road use agreement and I think they ought to be consistent. That is on page 11 section 13e. Language is under the decommissioning agreement section 8.4 subsection c, the \$25 million is confirmed by audit of financial statements. They have the right to assign, but they have to assign it to somebody that has some money behind them. I think that needs to be consistent in the road use agreement, I don't see it in there. That is the only issue I have with them. Other than those, I would be ready to sign them and I could go ahead and pass this resolution subject to those amendments.

Gary said a question I had on the decommission agreement, every five years, we have it re-inspected and the bond changes based on that value. Theoretically in this type of a plan, if they did major reconstruction in ten years the bond could go up.

Meeks said I imagine it is going to go up because when the time for decommissioning approaches, the bond goes up a little bit.

Gary said but if they are planning on 30 years, technology and so on is probably going to change to where all those panels are going to be changed, in ten years the bond could be higher than what it was when it started.

Meeks said I think that is what the discussion was, they understand that.

Mike said does someone want to move approval of Resolution 2020-14?

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF RANDOLPH  
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AGREEMENT, A ROAD USE AGREEMENT, AND A DECOMMISSIONING AGREEMENT WITH  
RIVERSTART SOLAR PARK, LLC,  
AND CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

Mike said with the provision that the amendments we requested would be made.

Tom said so moved. Gary seconded. All aye votes. Motion carried.

Meeks said once I get the updated version, I will call each of you to sign.

**Treasurer's Monthly Report**

Mike said the Treasurer's monthly report, we received a copy via e-mail, any questions or comments.

Gary made a motion to approve the Treasurer's monthly report. Tom seconded. All aye votes. Motion carried.

**Health Insurance funding**

Angela said I need to know where you would like to come up with some health insurance money to finish out the year.

Gary said how much?

Angela said what we did last year is, you allowed up to \$300,000.00 from I think Rainy Day.

Gary Friend said we did borrow from Rainy day but we paid it all back. I think what is driving this, is our insurance program started in July, we are running \$100,000.00 per week in claims until just recently, its \$20 or \$30,000.00 now. This has depleted the account and we can't replenish the funding until January 1. The discussion of EDIT funds or windfarm funds to make up the difference.

Gary Girton said my suggestion at our joint meeting was to come out of EDIT.

Mike said is that a motion?

Gary said I will make that a motion.

Angela said how much?

Gary said we said up to \$300,000.00.

Mike said in the joint meeting we anticipated it being \$300,000.00 short.

Gary Friend said right, we put \$1.5 million in. The July 1 start date is the whole thing. The good thing is that claims have slowed down. Council would give its blessing to use windfarm, if the Commissioner's had chosen to use it instead of EDIT.

Gary said where are we at?

Angela said right now we do have \$200,000.00, we have completely depleted what comes out of general.

Gary said what do we have in EDIT?

Angela said I don't have that in front of me.

Gary said I will make any motion for up to \$300,000.00 coming out of EDIT.

Meeks said I think Council asked for \$67,000.00 for salaries.

Gary Friend said from EDIT and the 27<sup>th</sup> pay? The discussion was if the Council needed it, if we could save enough out of unexpended appropriations, we would not ask for it.

Mike said so, you are not asking for it yet, but you may by the end of the year.

Gary Friend said according to my information from the Auditor's office we were on track to make it through without it. That is the goal.

Meeks said the e-mail I received from Angela was the total for salary is to be \$67,156.00.

Angela said that is for 2021. It is what Mike said we could move from Commissioner's budget to EDIT.

Gary Friend said also there was the 27<sup>th</sup> payroll for 2020.

Angela said yes, we haven't addressed that one either.

Mike said that was at the budget hearing, the \$25,000.00 for farm maintenance, \$600.00 from Lifestream.. ,

Meeks said that is for 2021? We don't need to worry about that yet.

Meeks said that would not be an EDIT appropriation, that would be an EDIT transfer.



Angela said I would take it from EDIT and put it into General to supplement, I thought that was the proposal.

Gary Friend said that is the way we did it.

Angela said it will need to be in the EDIT plan in order to do that.

Mike said it would increase Lifestream to \$22250.00. So, \$300,000.00 for Health insurance, and with that being said Economic Development is going to be reduced and Eastern Indiana Planning Commission is going to be reduced, it should be \$5,077.00. Right now, the plan calls for us spending \$445,647.00 and that doesn't include 4-H. We do have a balance carried forward on that because we have the Tarter Equipment, Advanced Manufacturing initiative and legal fees that we haven't spent and the trail grant. So, the motion without a second is \$300,000.00 from EDIT to cover health insurance expenses.

Tom seconded. All aye votes. Motion carried.

Meeks said the EDIT plan as December 31, 2020, so anything else we would redo it for 2021. I wouldn't put the 2021 stuff on there until we redo it.

Mike said the EDIT plan expires December 31<sup>st</sup> so the 2021 expenses that we can cover from EDIT out of our county general would be in our new capital improvement plan, at that point in time, I would think we could get rid of the existing that we are not going to spend.

#### **Payroll tax deferment**

Mike said I think we have received some e-mails regarding this and as I understand it, if we defer now we have to collect it back in the first quarter. Is that correct?

Angela said that is correct. I just need a statement from you today whether you choose to participate or not.

Mike said I would say we don't participate.

Gary made a motion to not participate in the payroll tax deferment. Tom seconded. All aye votes. Motion carried.

#### **Farmers Market extend the last day of the market to be October 3rd instead of Sept 26<sup>th</sup>**

Tom made a motion to approve extending the Farmers Market to October 3, 2020. Gary seconded. All aye votes. Motion carried.

#### **Jim Allen Maintenance Quote for underground tank removal**

Mike said Jim Allen Maintenance, we have talked about that.

#### **Solar Farm Economic Development Agreement, Road Use Agreement & Decommissioning Agreement**

Mike said we have talked about the Solar Farm Economic Development Agreements.

**Angela Lowe, Auditor's office**

Angela said I have pennant minutes for two meetings that need signed.

**Meeks Cockerill**

Meeks said I didn't know if you want to discuss the broadband or not.

Mike said my only concern about the broadband is that we have talked about that a couple times with Greg Beumer and he is kind of hesitant to enter that, it has always been his intent that we didn't want to designate ourselves at this point broadband ready community. I have reached out to Ceann and I think Ceann is okay with it, but she was going to talk to Greg, Greg is part of the infrastructure committee, to see what his objection was.

Tom said I would like somebody to go through those points because I am not sure what they mean exactly.

Mike said let's table the broadband. Are you okay with that Meeks?

Meeks said yes, other than that I just have since we are going to redo the EDIT plan, we will need an EDIT meeting after our next meeting.

**Tom Chalfant**

Tom said what about the young man requested our old radio equipment?

Mike said I don't have a problem with it as long as Terry is okay with it, I assume it is obsolete.

Meeks said you would need a list of what they are not going to use, then you would need to declare that surplus property and then you can get rid of it. So, we would need a list.

Mike said who wants to get a list from Chris? I will.

**Gary Girton**

Gary said Josh Shephard has contacted me, he would like to volunteer to seal the items out here on our plaza and the doughboy, clean and seal them like they should be every year or two, for no charge if we would like for him to do that.

Mike said it sounds like a good plan to me.

Tom said he won't do anything to damage them?

Gary said no, he makes them.

Mike said I think he made these out here.

Gary said I think so, he just got through a year ago making Peyton Manning or helped make it.

Mike said I am okay with that.

Gary said I will contact him. He wanted to get it done before fall.

**Mike Wickersham**

Mike said I have been contacted by Jason Allen asking me if we had considered passing a resolution asking the Governor to allow Randolph County to go forward to stage 5 in the back on track because our low incidence of Covid-19 and my first response was if we are going to do that we better do it before we get that testing site here. I don't think it is necessarily a bad idea, if we want to do it, but I think we ought to run it by our Health Department, Dr. Sowinski and see what he thinks. I would volunteer to do that as well.

Tom said okay.

Mike said then I have been contacted by the Economic Development office, Missy Williams and Jay Randolph Developmental Center and if you recall they were the sub-recipient of a grant that we applied for to remodel the Jay Randolph Developmental Center here in Randolph County and their bid for remodeling came out above their grant and private monies by \$110,000.00. Their Architect and Engineering firm thinks that some of those additional expenses could be Cares Act, Covid-19 reimbursable. I have a letter from the Architect/Engineer which I will give to Angela and she can share with everybody else, it includes the first incidence was the touchless restroom facilities in the bid and that would be a Covid-19 related expense, installation of a commercial grade HVAC system of a little less than \$100,000.00 with demolition of the existing HVAC system of \$25,000.00 and the architect is indicating that would be a Covid related expense because it would provide fresh air, demolition of an existing acoustic ceiling for \$9,000.00 and installation of a new acoustic ceiling with upgraded tile that would not absorb the moisture dust which would reduce the transmission of viruses and the demolition of existing wood paneling of \$20,000.00 and the installation of new jimson boards and painting for \$85,000.00 and the floor for \$6100.00 demolition and new vst flooring for \$24,000.00. The total cost of items that will upgrade the facility to a system reducing the spread of Covid-19 and other viruses is \$302,700.00 and I don't even think that includes the cost of the touchless restrooms. What started out to be a over budget contract of \$ 110,000.00 that had touchless restrooms in it, I sense these expenses are over and above what they were planning on doing anyway. I don't recall a new HYAC system being in the original plan or other than new areas. I am sharing this with you and I am going to be in contact with Amy Huffman to see how that relates to their buHding project and then the only thing I can do is reach out the attorney that represents us with the Cares Act and find out from them whether they think this is reimbursable and then we have a hard decision or not to determine whether we want up front this. It seems to me a pretty big reach to replace. New construction, we could say that about our Courthouse, we could build a new jail on Covid-19 related expenses.

Tom said I wonder about an engineer that miscalculated the bids that much.

Mike said I don't recall what the contract price was, anyway I bring this to your attention to let you know that if it is okay, I am going to reach out to Amy Huffman, the grant writer and get some more details on that.

**Resolution 2020-15**

Mike said this is a resolution for the disposal of certain real property of Randolph County Indiana. This is a resolution authorizing us to request proposals to lease the county barns. I think we all received a copy of this. It gives us the opportunity to request proposals for the lease and has certain particulars about the lease.

Meeks said the request for proposals are out too, so if are okay with it, I would have Angela get those requests into the newspaper. You just need to tell us when you want those proposals back by.

Tom said as soon as possible.

Meeks said by the time it gets in the newspaper and everything gets done, that we should say the request be back by October 2<sup>nd</sup>. Only because our next meeting then is October 5<sup>th</sup>. I don't think we have enough time to get it in the paper and get everything back by your next meeting.

RESOLUTION 2020-15

A RESOLUTION FOR THE DISPOSAL OF  
CERTAIN REAL PROPERTY OF  
RANDOLPH COUNTY, INDIANA,

WHEREAS, the Randolph County Board of Commissioners ("Board") has determine that certain real property should be leased under IC 36-1-11-12;

WHEREAS, the Board may authorize the disposal of surplus property pursuant to IC 36-1-11-12;

WHEREAS, it is in the best interest of the County to lease the property because the property is real estate and \_\_\_ structures adjacent to the County gun range, the County farm, the County Infirmary and the County fairgrounds. Access to the property is limited and does not include the road frontage on US Highway 27. A copy of the GIS map of the Property is attached as Exhibit A.

NOW THEREFORE, be it resolved by the Board that:

1. Pursuant to IC 36-1-11-12, the items attached as Exhibit "A", shall be leased according to that statute.
2. The Board shall solicit request for proposals, which shall include the following:
  - (A) The factors or criteria that will be used in evaluating the proposals, including a statement that:

(i) the property may not be leased to a person who is ineligible under IC 36-1-11-16; and

(ii) a proposal submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

(B) A statement concerning the relative importance of price and the other evaluation factors.

(C) A statement concerning whether the proposal must be accompanied by a certified check or other evidence of financial responsibility.

(D) A statement concerning whether discussions may be conducted with the offerors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

3. Eligible offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

4. After the procedures outlined in this Resolution have been completed, the Board shall make a determination as to the most appropriate response to the request for proposals and shall dispose of the subject property in accordance with that response.

5. Access to the proposals under this chapter shall be determined in accordance with the provisions of IC 5-23-7.

6. The person submitting the successful proposal is not responsible for the requirements set forth in IC 5-22 with regard to the purchase of supplies if the purchase of supplies was included within the proposal or the supplies are not paid for with public funds.

Tom made a motion to approve Resolution 2020-15. Gary seconded. All aye votes. Motion carried.

**EDP Renewables North America LLC and Headwaters Windfarm LLC Certificate of Liability Insurance**

Mike said this is an EDP Renewables North America LLC and Headwaters Windfarm LLC Certificate of Liability Insurance which has each occurrence aggregate of \$5 million. Did Chris send you that?

Meeks said I will have to look.

Mike said we are okay with it if they get us a signed copy. That is usually filled out and signed by the issuing agency.

Mike said I will share with you that somebody is planning on adding on to a building on Hospital Drive of which our EMS building is within that area, we have got notice of the Board of Zoning Appeals hearing.

Meeks said this is not going to happen. They do not need a variance for that.

Mike said why did we get notice.

Meeks said because at the time, the Area Planning thought we needed it.

**Citizen Comments**


None

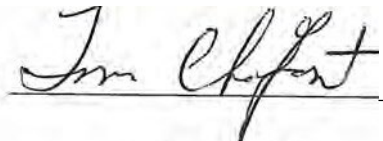
**Adjournment**

Tom made a motion to adjourn. Gary seconded. All aye votes. Motion canied.

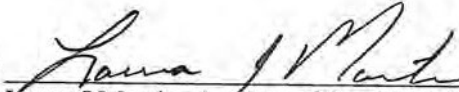
Reviewed and signed this d) 1 day of Je 1-1!>-hLV, 2020.

RANDOLPH COUNTY COMMISSIONERS

  
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ATTEST:   
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Laura J Martin, Auditor of Randolph County