

DELAWARE COUNTY COMMISSIONERS MEETING

MONDAY, JANUARY 24, 2022 @ 9:02 A.M.

COMMISSIONERS' COURTROOM

100 W. MAIN ST. ROOM 309A

CALL TO ORDER

PLEDGE TO FLAG

WELCOME

ROLL CALL

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riggins-zoom

Mr. John Brooke, County Attorney

Mr. Steven G Craycraft, Auditor

APPOINTMENTS

ECI REGIONAL PLANNING DISTRICT (3) APPOINTMENTS

MOTION: Commissioner King made a motion to appoint Mr. James King, Ms. Marta Moody and Mr. Ryan Ballard to ECI Regional Planning District.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner King, President Riggins

BOARD OF HEALTH

MOTION: Commissioner King made a motion to appoint Dr. John Peterson and Ms. Vickie Mitchell to Board of Health.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner King, President Riggins

FAIR BOARD

MOTION: Commissioner King made a motion to appoint Mr. Dan White as Fair Board member.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner King, President Riggins

PLAN COMMISSION

MOTION: Commissioner King made a motion to appoint Ms. Rickie Sipe to Plan Commission member.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner King, President Riggins

MINUTES

MOTION: Commissioner King made a motion to approve January 3 Commissioners meeting and January 7, 2022 Commissioner Special minutes.

SECOND: Commissioner Riggins

YEAS: Commissioner Henry, Commissioner King

ABSTAIN: Commissioner Riggins

PRESENTATIONS

Mr. Dan Watson, Beam, Longest and Neff Engineering, Mr. Watson introduced himself and asked that Beam, Longest and Neff Engineering be considered for future infrastructure projects.

Commissioner meeting January 24, 2022

CONTRACTS OR AGREEMENTS FOR APPROVAL

DELAWARE COUNTY HEALTH DEPT. GRANT AGREEMENT

Mr. Jammie Bane, Health Department Administrator, asked that the Health Department be given authorization to apply for a grant for additional COVID funding.

MOTION: Commissioner King made a motion to approve Mr. Bane to apply for the COVID funding grant.

SECOND: Commissioner Riffin

YEAS: Commissioner Henry, Commissioner King, President Riffin

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GRANT AGREEMENT

Contract #0000000000000000000059193

ORIGINAL

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and DELAWARE COUNTY HEALTH DEPARTMENT (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$440,000.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 16-19-3-1** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

**FUNDING SOURCE:**

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):  
Workforce Development CoAg

CFDA # 93.354

If State Funds: Program Title \_\_\_\_\_

**2. Representations and Warranties of the Grantee.**

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

**3. Implementation of and Reporting on the Project.**

A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **weekly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

**4. Term.** This Grant Agreement commences on **July 01, 2021** and shall remain in effect through **June 30, 2022**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

DELAWARE COUNTY HIGH TECH CRIMES UNIT INTERLOCAL AGREEMENT WITH THE CITY OF MUNCIE

Mr. Eric Hoffman, Prosecutor, said State of Indiana was awarded a sum of money to operate and establish the High-Tech Crimes Unit. Delaware County was selected, the office will be staffed by an Executive Director (already hired) and two full-time Police Officers, one from City of Muncie and one from the Sheriff's Department at Delaware County. The interlocal agreement would allow a city police officer to work for the unit with the Prosecutors office paying \$50,000 per year to City of Muncie.

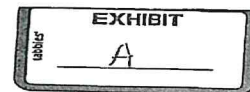
Mr. John Brooke, County Attorney, reviewed the interlocal agreement. A resolution will be entered into record approving the High-Tech Crimes Unit agreement later in the meeting.

MOTION: Commissioner King made a motion to approve the interlocal agreement with City of Muncie regarding the High Tech Crimes Unit.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner King, President Riggin

**ORIGINAL**



**DELAWARE COUNTY HIGH TECH CRIMES UNIT  
INTERLOCAL AGREEMENT WITH THE CITY OF MUNCIE**

This Delaware County High Tech Crimes Unit (the "Unit") Interlocal Agreement (this "Agreement") is entered into by and between the Board of Commissioners of Delaware County, Indiana (the "County"), the City of Muncie, Indiana (the "City"), and the Delaware County Prosecutor's Office (the "Prosecutor's Office").

WHEREAS, in 2021 House Enrolled Act 1082 added section 33-39-8-7 to the Indiana Code. This provision allows "[t]he Indiana Prosecuting Attorney's Council to . . . establish high tech crimes units to assist prosecuting attorneys in investigating, collecting evidence, and prosecuting high tech crimes." High tech crimes are defined as "a criminal act that is either: (1) committed with or (2) assisted by digital . . . , network, or communications technology." The IPAC "may select up to ten (10) counties that collectively represent the north, south, east, west, and central geographic areas of Indiana" ensuring state-wide coverage. Indiana's High Tech Crime Units or HTCUs will focus on digital forensics which, according to the National Institute of Standards and Technology, is "the field of forensic science that is concerned with retrieving, storing and analyzing electronic data that can be useful in criminal investigations" to include "information from computers, hard drives, mobile phones and other data storage devices;" and

WHEREAS, on November 2, 2021, the IPAC informed the Delaware County Prosecutor that his office has been selected to receive approximately \$285,000 annually in state funding to establish a regional high tech crime unit; and

WHEREAS, The Delaware County Prosecutor's Office High Crime Unit (HTCU) will begin operations in January 2022. The unit is a regional investigative unit under the supervision of the Delaware County Prosecutor. The region consists of Delaware, Blackford, Fayette, Grant, Henry, Jay, Randolph, Rush, Union, Wabash, and Wayne counties. The unit provides law enforcement officers and investigators in the region with assistance in criminal investigations where the use of any type of digital media was used as an integral part of the crime. This includes investigation and analysis of digital evidence in our region by conducting digital examinations on computer and mobile media and fostering engagement with local institutions of higher education by developing and maintaining investigator internship programs. The mission of the Delaware County Prosecutor's Office High Tech Crime Unit is to find the truth by providing law enforcement agencies with accurate, reliable, and timely high tech and cybercrime laboratory services. The investigators in the Unit are objective finders of fact. They are impartial, no matter the case being worked on, whether it be for the prosecution or for the defense; and

WHEREAS, the Delaware County Prosecuting Attorney and the Chief of the Muncie Police Department desire that the Unit be staffed with at least one (1) adequately trained sworn police officer from the Muncie Police Department to work in the unit full time; and

WHEREAS, the City of Muncie and its citizens will benefit from the Delaware County High Tech Crimes Unit; and

WHEREAS, in an effort to provide for a full-time sworn Muncie Police Officer to the Delaware County High Tech Crimes Unit, which is a benefit to both the City of Muncie

and its citizens, the City and County have agreed to execute an interlocal agreement pursuant to Ind. Code 36-1-7 et. seq., clearly setting forth the rights and obligations of each with respect to the financing of a full-time sworn Muncie Police Officer assignment to Delaware County High Tech Crimes Unit.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose:** The purpose of this Agreement is to set forth the rights and responsibilities of the parties in financing the salary of a full-time sworn Muncie Police Officer to be assigned to the Delaware County High Tech Crimes Unit.
2. **Term:** The initial term of this Agreement shall be for five (5) years commencing on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2026 or unless the state funding for the High Tech Crimes Unit for Delaware County should terminate. The Agreement shall automatically renew for an additional term of five (5) years, unless either party, no later than one year prior to its expiration, provides written notice to the other party of its intention to not renew this Agreement.
3. **Governance:** The City of Muncie employs a number of "regular police officers" as defined in the current collective bargaining agreement between the City of Muncie and F.O.P. Lodge #87. Among those regular police officers are individuals who hold full time sworn police officer positions as employees of the Muncie Police Department. This agreement shall modify that employment relationship only to the extent that the parties agree a full time sworn police officer with the Muncie Police Department shall be assigned full time to serve with the Delaware County High Tech Crimes Unit.
4. **Financing:** It is the intention of the parties that the Delaware County

Prosecutor's Office provide through its High Tech Crimes Unit fund, an amount that substantially reimburses the City of Muncie for the approximate salary of the Muncie Police Officer who is assigned to the Delaware County High Tech Crimes Unit. Accordingly, the Prosecuting Attorney, through the High Tech Crimes Unit fund shall pay the City of Muncie the sum of \$50,000 for each year that a full time sworn Muncie Police Officer is assigned to the Delaware County High Tech Crimes Unit, beginning in January of 2022. The payments shall be made in two (2) semiannual payments of \$25,000 each, the first in January and the second in June. The Auditor of Delaware County shall receive, disburse, and account for the High Tech Crimes Unit Fund. The City of Muncie will continue to be responsible for paying the cost of benefits to which the Officer assigned to the High Tech Crimes Unit is otherwise entitled.

5. **Selection of the Officer:** The officer to be assigned to the Delaware County High Tech Crimes Unit shall be selected and approved by the Muncie Chief of Police and the Delaware County Prosecuting Attorney. The officer can be excused from the Unit by the Muncie Chief of Police or the Delaware County Prosecuting Attorney and replaced with another qualified sworn officer as outlined above upon five (5) day written notice to the other party, unless a shorter period is agreed upon by the Chief of Police and the Prosecuting Attorney.

6. **Administration:** The Delaware County High Tech Crimes Unit, and all those assigned to the Unit, shall operate under the supervisor of the Unit Director, the Delaware County Chief Deputy Prosecuting Attorney, and the Delaware County Prosecuting Attorney while on assignment to the High Tech Crimes Unit by the Chief of

Police for the City of Muncie.

7. **Chain of Command and Reporting Responsibilities:** The Muncie Police Officer assigned, full time, to the High Tech Crime Unit shall remain an employee of the City of Muncie and be subject to the jurisdiction of the Muncie Police Merit Commission, the Standard Operating Procedures of the Muncie Police Department, and the terms and conditions set forth in the City of Muncie's collective bargaining agreement with F.O.P. Lodge #87. That individual will simply be assigned to the Delaware County High Tech Crimes Unit. For the duration of that assignment, the officer shall report to the Director of the Unit, the Chief Deputy Prosecutor, and the Prosecuting Attorney. The officer will also be responsible to report to and honor the officer's internal police department chain of command and standard operating procedures.

8. **Time Off:** The Muncie Police officer shall follow the time off scheduling and requesting procedures as outlined in the Collective Bargaining Agreement with the Fraternal Order of Police and the Muncie Police Department.

9. **Termination:** This Agreement may be terminated by the County or City upon twelve (12) month written notice to the other party.

10. **Required Approvals:** This Agreement shall not be effective unless and until it is approved by the fiscal body of the City and County pursuant to Ind. Code 36-1-7-4(a).

11. **Miscellaneous:**

- a. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior written or oral agreement.

- b. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- c. This Agreement may only be modified in writing signed by all parties and approved in accordance with Ind. Code 36-1-7 et. seq., as it may be amended.
- d. Notices: All notices which may be required pursuant to the terms of this Agreement shall be provided as follows:

To the County: Delaware County Commissioners  
100 West Main Street  
Muncie, Indiana 47305

To the City: Mayor, City of Muncie  
300 North High Street  
Muncie, Indiana 47305

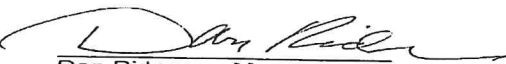
To the Delaware County  
Prosecutor's Office: Delaware County Prosecutor  
3100 S. Tillotson Ave. Suite 270  
Muncie, Indiana 47302

IN WITNESS WHEREOF ABOVE, the undersigned have set their hands as of the

24 day of January, 2022.

CITY OF MUNCIE

DELAWARE COUNTY

  
Dan Ridenour, Mayor

  
James King, Commissioner

Page 6 of 7



  
Sherry Riggan, Commissioner

  
Shannon Henry, Commissioner

DELAWARE COUNTY PROSECUTOR

  
Eric M. Hoffman, Prosecuting Attorney

Approved by the Common Council of the City of Muncie this 10th day of January, 2022.

  
President, Common Council

Approved by the Delaware County Council this 15 day of January, 2022.

  
President, Delaware County Council

RESOLUTIONS FOR APPROVAL

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, IN APPROVING THE DELAWARE COUNTY HIGH TECH CRIMES UNIT INTERLOCAL AGREEMENT WITH THE CITY OF MUNCIE

RESOLUTION NO. 2022-002

MOTION: Commissioner King made a motion to approve Resolution 2022-002, A Resolution of the Board of Commissioners of Delaware County, IN Approving the Delaware County High Tech Crimes Unit Interlocal agreement with the City of Muncie.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner King, President Riggin

RESOLUTION 2022-002

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, IN APPROVING THE DELAWARE COUNTY HIGH TECH CRIMES UNIT INTERLOCAL AGREEMENT WITH THE CITY OF MUNCIE

ORIGINAL

WHEREAS, the 2021 House Enrolled Act 1082 allows "[t]he Indiana Prosecuting Attorney's Council to establish high tech crimes units to assist prosecuting attorneys in investigating, collecting evidence, and prosecuting high tech crimes;" and

WHEREAS, the Indiana Prosecuting Attorney's Council notified the Delaware County Prosecutor that the Delaware County office was selected to receive state funding to establish a regional high tech crime unit; and

WHEREAS, the Delaware County Prosecutor's Office High Tech Crime Unit is scheduled to begin operations in January 2022; and

WHEREAS, the Board of Commissioners of Delaware County, Indiana (the "County") wishes to enter into an Interlocal Agreement with the City of Muncie (the "City") and the Delaware County Prosecutor's Office (the "Prosecutor's Office") for the establishment and management of the high-tech crimes unit; and

WHEREAS, the Interlocal Agreement shall not be effective until it is approved by the County Council of Delaware County ("County Council") as the fiscal body of the County; and

WHEREAS, a true and accurate copy of the Delaware County High Tech Crimes Unit Interlocal Agreement is attached hereto as Exhibit "A" for the City Council's consideration and approval.

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

The Board of Commissioners hereby approves the Delaware County High Tech Crimes Unit Interlocal Agreement with the City of Muncie and the Delaware County Prosecutor's Office.

This Resolution shall be in effect upon adoption.

Dated this 24 day of January, 2022.

  
Sherry Riggin, President

  
Shannon Henry, Vice President

  
James King, Member

Attest:

  
Steven G. Craycraft, Auditor  
Delaware County, IN

# DEPARTMENT HEADS AND ELECTED OFFICIALS

Ms. Melanie Marshall, Fair Board Secretary, thanked the Commissioners for placing Mr. Dan White back on the Fair Board. Ms. Marshall thanked the Commissioners for their support of the Delaware County Fairgrounds.

Ms. Marta Moody, Director of Plan Commission, presented 2021 building permit summaries.

## Delaware County 3 Year Comparison of Construction Projects

Type of Project	2019 No. of Projects	2020 No. of Projects	2021 No. of Projects
New Single Family Dwelling	33	31	40
Mobile/Modular Home	5	8	14
Residential Remodel	11	18	17
Residential Addition	10	25	15
Commercial-New	1	3	2
Commercial-Remodel	0	4	2
Commercial-Addition	2	1	2
Garage-New	22	24	18
Garage-Addition	3	6	8
Pole Barn	35	45	59
Carport	2	4	8
Shed	6	7	10
Cell Tower-New	0	2	0
Cell Tower-Upgrade Existing	1	3	21
Deck/Porch	8	11	17
Pool	17	19	20
Signs	2	8	10
*Solar Panels-Ground Mounted		8	6
*Solar Panels-Roof Mounted		7	14
Miscellaneous	1	12	9
<b>Project Totals</b>	<b>159</b>	<b>246</b>	<b>292</b>

\* Began tracking in 2020

Total Number of Permits	480	787	858
Permit Income	37,660.00	86,475.65	301,532.41
Total Number of Registrations	438	404	499
Registration Income	22,685.00	33,025.00	40,550.00
<b>Total Income</b>	<b>60,345.00</b>	<b>119,500.65</b>	<b>342,082.41</b>

Approximately half of the registration come at the end of the year during November and December

INSPECTION REPORT SUMMARY	2019 2020 2021	Locations Visited	Inspections Performed	*Complaints
		127	585	
		724	1025	62
		876	1342	80

\*Complaints include: abandoned property, business operations in residence/farm zones, junk cars, unsafe buildings, burning and dumping.

# DELAWARE COUNTY BUILDING PERMIT SUMMARY 2021

Month	Bldg	Fees	Elect	Fees	HVAC	Fees	Plumb	Fees	CofO	Fees	Demol	Fees	Pool	Fees	Sign	Fees	Penalties	Amount
January	12	\$ 1,464.80	16	\$ 1,145.00	5	\$ 450.00	4	\$ 420.00	2	\$ 100.00	1	\$ 50.00	3	\$ 300.00	2	\$ 200.00	1	\$ 25.00
February	16	\$ 1,624.05	16	\$ 1,550.00	19	\$ 3,225.00	10	\$ 920.00	8	\$ 400.00	3	\$ 150.00	1	\$ 100.00	0	\$ -	1	\$ 25.00
March	27	\$ 3,402.68	25	\$ 1,825.00	13	\$ 2,325.00	7	\$ 700.00	10	\$ 500.00	5	\$ 250.00	1	\$ 50.00	3	\$ 200.00	2	\$ 1,400.00
April	32	\$ 2,510.82	22	\$ 1,275.00	7	\$ 1,050.00	5	\$ 460.00	6	\$ 300.00	2	\$ 100.00	2	\$ 100.00	0	\$ -	1	\$ 700.00
May	25	\$ 2,680.08	24	\$ 2,147.50	12	\$ 1,544.00	8	\$ 995.00	7	\$ 385.00	5	\$ 375.00	1	\$ 125.00	1	\$ 40.00	1	\$ 850.00
June	26	\$ 2,881.03	28	\$ 2,497.50	8	\$ 1,065.00	9	\$ 925.00	6	\$ 390.00	5	\$ 375.00	5	\$ 445.00	1	\$ 32.00	1	\$ 700.00
July	28	\$ 3,513.81	31	\$ 3,725.50	16	\$ 2,065.00	16	\$ 1,900.00	15	\$ 975.00	1	\$ 75.00	4	\$ 320.00	0	\$ -	0	\$ -
August	16	\$ 81,838.50	8	\$ 60,665.50	4	\$ 22,717.00	5	\$ 1,637.00	3	\$ 40,044.00	5	\$ 375.00	3	\$ 795.00	0	\$ -	0	\$ -
September	23	\$ 3,618.18	17	\$ 1,661.75	5	\$ 690.00	7	\$ 675.00	8	\$ 822.00	5	\$ 375.00	0	\$ -	1	\$ 40.00	2	\$ 1,400.00
October	25	\$ 4,331.06	15	\$ 1,548.75	5	\$ 740.00	4	\$ 450.00	4	\$ 260.00	1	\$ 75.00	0	\$ -	2	\$ 80.00	0	\$ -
November	19	\$ 3,010.00	14	\$ 1,571.25	9	\$ 1,720.00	9	\$ 897.50	6	\$ 652.00	3	\$ 225.00	0	\$ -	0	\$ -	0	\$ -
December	17	\$ 2,808.85	14	\$ 1,256.25	15	\$ 3,366.50	4	\$ 560.00	4	\$ 260.00	3	\$ 225.00	0	\$ -	0	\$ -	0	\$ -

subtotals 262 \$ 113,483.91 230 \$ 80,868.50 118 \$ 40,957.50 91 \$ 10,539.50 79 \$ 45,098.00 39 \$ 2,650.00 20 \$ 2,235.00 10 \$ 600.00 9 \$ 5,100.00

Total Number of Permits	849
Total Permit Income	\$ 296,432.41

Penalties	9
Amount	\$ 5,100.00

Total 889  
Total \$ 301,532.41

**A RESOLUTION IMPOSING A MORATORIUM ON FILING AND ACCEPTING  
ANY NEW APPLICATIONS FOR SOLAR FARMS UNTIL FEBRUARY 22, 2022.**

**RESOLUTION 2022-003**

Mr. Brooke presented Resolution 2022-003, Resolution Imposing a Moratorium on Filing and Accepting any New Applications for Solar Farms. The effective date is January 3 through February 22, 2022.

Ms. Marta Moody, Plan Commission Director, said the Plan Commission meeting is February 3, 2022 at 6:00 p.m. at the Justice Center, 3100 South Tillotson Avenue, Muncie, IN.

MOTION: Commissioner King made a motion to approve Resolution 2022-003, a Resolution Imposing a Moratorium on Filing and Accepting any new applications for Solar Farms until February 22, 2022.

SECOND: Commissioner Riffin

YEAS: Commissioner Henry, Commissioner King, President Riffin

**RESOLUTION NO. 2022- 003**

**A RESOLUTION IMPOSING A MORATORIUM ON FILING AND  
ACCEPTING ANY NEW APPLICATIONS FOR SOLAR FARMS UNTIL  
FEBRUARY 22, 2022**

WHEREAS, the Board of Commissioners received an amendment to the County Zoning Ordinance from the Plan Commission for consideration concerning the placement of solar farms; and

WHEREAS, the County Plan Commission conducted a duly authorized, notice and debated public hearing concerning the proposed Zoning Ordinance amendment concerning the inclusion of solar farms in Agricultural zones; and

WHEREAS, the Board of Commissioners received the amendment, discussed the amendment and made changes to the amendment and properly adopted the amendment to the Zoning Ordinance with regard to including solar farms in Agricultural zone; and

WHEREAS, the amendment was properly noticed, reviewed and adopted pursuant to Indiana law; and

WHEREAS, the Board of Commissioners have received input from citizens of Delaware County and have requested the Plan Commission to consider amendments to the zoning ordinance concerning solar farms in agricultural zones; and

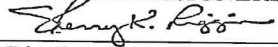
WHEREAS, the Board of Commissioners believe that a moratorium on the filing and acceptance of any new applications for solar farms pursuant to the duly adopted amendments to the Zoning Ordinance until the Plan Commission has had an opportunity to consider amendments and conduct a public hearing for public input on those amendments.

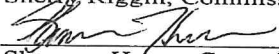
*NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA, THAT:*

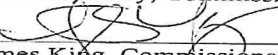
1. A moratorium shall be imposed upon the County commencing on January 3, 2022 for the acceptance, review and filing of any application by any person, firm or entity seeking to place or install a solar farm on any property in Delaware County.
2. Said Moratorium shall remain in place until Noon, February 22, 2022.

*DULY ADOPTED* by the Board of Commissioners of Delaware County at a regularly scheduled public meeting held on this, the 24 day of January, 2022.

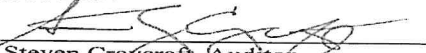
DELAWARE COUNTY  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Sherry Riggins, Commissioner

  
\_\_\_\_\_  
Shannon Henry, Commissioner

  
\_\_\_\_\_  
James King, Commissioner

ATTEST:

  
\_\_\_\_\_  
Steven Craycraft, Auditor  
Delaware County, Indiana

## WEIGHTS & MEASURES MONTHLY REPORT

### PAYMENT OF CLAIMS

MOTION: Commissioner King made a motion to pay claims in the amount of \$1,693,993.35.

SECOND: Commissioner Riffin

YEAS: Commissioner Henry, Commissioner King

ABSTAIN: President Riffin

### PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION

[https://www.youtube.com/watch?v=3\\_HNiyI1Wug](https://www.youtube.com/watch?v=3_HNiyI1Wug)

Against Solar Panels-Ms. Cathie Kirtley, Ms. Jacque Sheets, Mr. Tim Niccum, Mr. David Mauck

For Solar Panels-Mr. Cole Stephens, Mr. Tom Schroeder (Representative of Invenergy)

Neutral-Mr. Kelly Watson



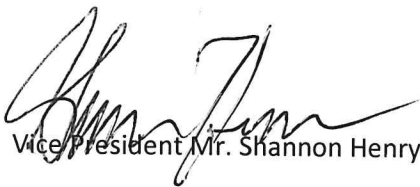
(3 minutes per speaker)

THE UNIVERSITY OF CHICAGO

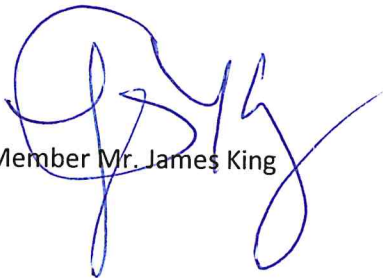




President Ms. Sherry Riggins



Vice President Mr. Shannon Henry



Member Mr. James King



Auditor Mr. Steven Craycraft