

**DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, OCTOBER 19, 2015 @ 9:00 A.M.
COMMISSIONERS' COURTROOM
100 W. MAIN ST
MUNCIE, IN 47305
CALL TO ORDER
PLEDGE
WELCOME
ROLL CALL**

Sherry Riggin, President
Shannon Henry, Vice-President
James King, Member
Steve Murphy, Attorney
Steve Craycraft, Auditor

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve October 5, 2015 minutes.
SECOND: Commissioner Henry
Motion PASSED UNANIMOUSLY

October 19, 2015

CONTRACTS OR AGREEMENTS FOR APPROVAL

**AMENDMENT NO. 1 TO THE EQUIPMENT SCHEDULE NO. 9 LEASE AGREEMENT
AGREEMENT NO. 072497T1 ("AGREEMENT") BETWEEN BI INCORPORATED (BI") AND
DEL CO COMMUNITY CORRECTIONS ("AGENCY")**

Mr. Steve Murphy, Delaware County Attorney, said he had reviewed both BI contracts.

MOTION: Commissioner King made a motion to approve both BI amendment contracts.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

October 19, 2015

EQUIPMENT SCHEDULE NO. 9A

TO THE
EQUIPMENT LEASE AGREEMENT NO. 072497T1 ("Agreement")
BETWEEN
BI INCORPORATED as Lessor ("BI")
AND
DELAWARE COUNTY COMMUNITY CORRECTIONS ("Lessee")

ORIGINAL

1. **EQUIPMENT DESCRIPTION:** Maximum number of thirty (30) ExacuTrack One Units and Beacons, as further described in the Invoice provided upon shipment of said Equipment. The Equipment is subject to the applicable warranty sheet, which is attached hereto and incorporated herein.
2. **BILLING DATE:** The first day of the following calendar month after the date of shipping.
3. **FIRST PAYMENT DATE:** The last day of the calendar month in which the Billing Date occurs.
4. **LEASE PAYMENT DATES:** Monthly in arrears
5. **TERM:** Month-to-Month
6. **TOTAL MONTHLY PAYMENT:** \$3.85 (exclusive of any applicable taxes)
7. **SPARES:** Five (5) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, five (5) ExacuTrack One Tracker Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the five (5) spare(s) allowance, Agency will incur a \$3.85 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.
8. **INSTALLATION ADDRESS:** Delaware County Community Corrections
225 North High Street, Suite 1
Muncie, IN 47305
Attn: Mitch Cassel
765-747-7825
9. **TERMS & CONDITIONS:** The terms and conditions of the above-referenced Agreement are incorporated herein by reference.
10. **CHATTEL PAPER:** This original Equipment Schedule shall constitute one lease and together with a machine copy of the executed Agreement referenced herein, shall constitute "Chattel Paper" or other "Collateral" within the meaning of the Uniform Commercial Code in any jurisdiction.

THIS EQUIPMENT SCHEDULE SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE LESSEE AND AN AUTHORIZED REPRESENTATIVE OF LESSOR AT ITS PRINCIPAL PLACE OF BUSINESS. LESSEE REPRESENTS THAT IT HAS READ THIS EQUIPMENT SCHEDULE, HAS RECEIVED AND RETAINED A COPY OF THIS EQUIPMENT SCHEDULE, UNDERSTANDS THIS EQUIPMENT SCHEDULE, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LESSOR AND LESSEE AGREE THAT THIS EQUIPMENT SCHEDULE TOGETHER WITH THE EQUIPMENT LEASE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THAT THIS EQUIPMENT SCHEDULE SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, ALL

October 19, 2015

AMENDMENT NO. 1

TO THE
EQUIPMENT SCHEDULE NO. 9, LEASE AGREEMENT
AGREEMENT NO. 072497T1 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND

DELAWARE COUNTY COMMUNITY CORRECTIONS ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree to amend the above-referenced Agreement as follows:

1. Equipment Schedule No. 9 is deleted in its entirety and replaced with the attached Equipment Schedule No. 9A
2. Following full execution of this Amendment, ExacuTrack Service Agreement No. 022106DY1 shall terminate.

The changes listed in this Amendment shall be effective the first day of the first full month following the date of full execution of this Amendment.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

DELAWARE COUNTY COMMUNITY
CORRECTIONS

By: _____

By: _____

Printed Name: Ruth Skodanec

Printed Name: _____

Printed Title: VP, Financial Planning

Printed Title: _____

Date: _____

Date: _____

October 19, 2015

APEX HEALTHCARE CONTRACT

Mr. Rick Spangler, Human Resource Director, introduced Mr. Eric Dreyfus from Apex.

Mr. Dreyfus, Apex, Senior Advisor, presented Apex Health Care contract. Apex will work with Delaware County to transition into the new healthcare insurance. Apex works with public sector employers.

Mr. Murphy previously reviewed the contract.

MOTION: Commissioner King made a motion to approve Apex Health Care contract.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

October 19, 2015



October 14, 2015

Mr. Rick Spangler
Human Resources Director
Delaware County
100 West Main St.
Muncie, IN 47305

Dear Mr. Spangler:

This letter of agreement ("Agreement") confirms the terms under which Delaware County, an Indiana corporation with its principal place of business at 100 West Main Street, Muncie, IN 47305, ("Client") has engaged Apex Benefits Group ("Apex") to perform certain employee benefit and/or human resource consulting services as described in Exhibit A. The contractual terms under which Apex and the Client are undertaking are as follows:

The Services The mutual covenants and conditions set forth herein, Apex agrees to provide the Services described in Exhibit A to this Agreement.

Compensation The amount payable to Apex during the Term of the agreement is shown in Exhibit B hereto ("Schedule of Fees") and subject to the payment terms set forth therein.

Use of Apex Reports and Recommendations Reports, analyses and other materials Apex provides to the Client are solely for the Client's internal use. Reports may not be disclosed to any third party or used for any purpose other than as we discussed without our prior written consent, except that the Client may disclose such reports to its directors, officers, members, managers, employees, agents, consultants, advisors, legal counsel, accountants and financial advisors ("Client Representatives"), subject to the obligation of those Client Representatives to comply with the same restrictions on use and disclosure as apply to the Client. Verisk Health is proprietary software of Apex and is not to be shared with other parties except as specified above.

Apex Intellectual Capital Apex retains exclusive rights to the intellectual capital (such as methodologies, know-how, models, tools and any graphic or digitized representation of any of these) developed or possessed by Apex prior to or acquired during the performance of the Services.

Confidentiality of Client Information Apex agrees to maintain the confidentiality of all "Confidential Information" (defined below) and not to use such Confidential Information other than for the performance of Services hereunder. "Confidential Information" means information that relates to Client or any of its affiliates or any of their respective vendors, suppliers and business activities that is disclosed to or obtained by Apex in connection with, and during the term of, this Agreement that is identified in advance by Client as confidential or proprietary. "Confidential Information" does not include information that is previously known to Apex without obligation of confidence, or is publicly disclosed.

Delaware County Apex Letter of Agreement

3755 82nd St., Suite 100 | Indianapolis, IN 46240 | 317.254.1600 | apexbg.com

1

October 19, 2015



without breach of this Agreement (either before or after Apex's receipt of such information), or is rightfully received by Apex from a third party without obligation of confidence. Upon termination or expiration of this Agreement, Apex will return to Client all Confidential Information, including copies.

General Use and Disclosure of Health Care Data This agreement will encompass the terms of the BUSINESS ASSOCIATE AGREEMENT to be mutually executed between Apex and Client.

Limitation of Liability Neither party hereto shall incur liability to the other or the other's employees for any act or failure to act under this Agreement, except in the case of gross negligence, recklessness or willful misconduct.

Indemnity Client agrees to indemnify, defend, and hold Apex and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including reasonable attorney's fees) arising out of or in connection with any breach of the Agreement by the Client, or the gross negligence, recklessness, or willful misconduct of Client or its employees or agents in connection with its performance of its obligations set forth in this Agreement.

Apex agrees to indemnify, defend, and hold Client and its and its affiliates, successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including reasonable attorney's fees) arising out of or in connection with any breach of the Agreement by Apex, or the gross negligence, recklessness, or willful misconduct of Apex or its employees or agents in connection with its performance of its obligations set forth in this Agreement.

Best Interest of the Client Apex shall perform its professional services on behalf of Client in a manner that represents the best interests of the Client at all times, continually strive to deliver best-fit solutions, from a financially sound carrier, at a competitive price and in a manner that best represents the expectations of the Client. Apex will not, however, be responsible for the solvency or ability to pay claims of any insurance carrier, HMO, or administrator. Companies with whom the Client's risks are placed will be deemed acceptable to Client, in the absence of contrary instructions from the Client.

Independent Contractor Apex shall at all times remain an independent contractor in its representation of Client, and nothing contained in this Agreement shall be construed to create the relationship of employer/employee between Apex and the Client.

Fiduciary Client is responsible for establishing the benefits available under the terms of its various benefit programs, as well as the procedures set forth in those programs for determination of eligibility, payment of claims, and review of claim payment and eligibility determinations. Client shall maintain discretionary authority and control over its benefits

Delaware County Apex Letter of Agreement

3755 B2nd St., Suite 100 | Indianapolis, IN 46240 | 317.254.1800 | apexbp.com

2

October 19, 2015



program at all times; at no time shall such discretionary authority or fiduciary duty of Client shift to Apex with regard to its benefit programs.

Distribution of Written Materials Client is responsible for providing and distributing all benefit plan documents and materials to its participants as may be necessary or convenient for the operation of the plan or program or as necessary to satisfy the requirements of governing law.

Communication with Apex Client shall communicate with Apex the name and contact information of any individuals authorized to make decisions on its behalf with respect to its benefit programs, and shall communicate with Apex regarding its service expectations, as set forth in this Agreement.

Communication with Client's Employees Client shall authorize Apex to communicate directly with its employees, as is necessary in order to assist Client with issues arising out of the day-to-day operations of Client's benefit programs.

Communication with Client's Representatives Client shall authorize Apex to communicate directly with its representatives and/or contractors, such as any third party administrator or insurance company hired by Client, as is necessary to assist Client with issues arising out of the day-to-day operations of Client's benefit programs. In turn, Apex will communicate in writing to Client all material issues brought to its attention.

Protection of Apex's Proprietary Information Client recognizes and agrees that the Proprietary Information constitutes a valuable, confidential and proprietary asset of Apex, which is held and maintained by Apex as a trade secret. Client agrees to observe complete confidentiality with regard to the Proprietary Information as follows:

Client shall not disclose or authorize any third party to disclose or use or make known the Proprietary Information to any third party and shall not disclose the Proprietary Information to any employee, agent or representative of Client, except such employees, agents, or representatives as may be necessary for Client to assist Apex;

Client shall not provide the Proprietary Information to any third party or permit the use of the Confidential Information by any third party, without the prior written consent of Apex;

Client shall not reproduce or make copies of the Proprietary Information or any portions thereof, except upon written permission of the Apex, and, upon request by Apex, Client shall immediately return to Apex the Proprietary Information, including all copies thereof, if any, made by or for Client; and Client shall be liable for all expenses, including costs and reasonable attorneys' fees, incurred by Apex in connection with preventing the unauthorized use, disclosure or distribution of the Proprietary Information by any person who has gained access to the Proprietary Information directly or indirectly from Client.

Delaware County Apex Letter of Agreement

3755 82nd St., Suite 100 | Indianapolis, IN 46240 | 317.254.1600 | apexbg.com

3

October 19, 2015



Client shall take reasonable efforts to store Proprietary Information in a restricted area, to ensure that only authorized personnel identified by Client to Apex ("Authorized Personnel") are granted access to the Proprietary Information; to enforce strict adherence to the covenants and conditions set forth herein by any and all Authorized Personnel and any other employees, officers, directors, representatives or agents who may have access to the Proprietary Information; and to ensure that all such persons are explicitly informed of the terms of this Agreement.

Term and Termination This Agreement shall remain in effect for one (1) year from the Effective Date, October 12, 2015 and shall automatically renew for successive one (1) year additional terms, unless otherwise terminated below. This Agreement may be terminated by either Apex or the Client upon any renewal date by giving written notice to the other party at least 90 days prior to the renewal date that the Agreement will not be renewed. All obligations of each party under this Agreement will be terminated and extinguished on the effective date of termination given in the notice.

If either party breaches this agreement, the other party may terminate this Agreement by giving the breaching party written notice containing a detailed description of the breach. If the breaching party cures the breach within (30) days of receipt of such notice, then such notice will not cause the termination of this Agreement. In addition, this Agreement will terminate on the date that either party becomes insolvent, has a receiver or bankruptcy trustee appointed for it or makes a general assignment for the benefit of creditors, by a minimum of ninety (90) days advance written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice.

Upon termination of the Agreement for any reason, Client shall either return to Apex or destroy all Confidential Information in a manner satisfactory to Apex, and shall certify in writing said actions within thirty (30) days of the end of the termination. The obligations of Client under this Agreement with respect to the use and secrecy of the Confidential Information shall remain in full force and effect until such Confidential Information becomes generally known to or readily ascertainable by proper means by the public and shall survive the termination of this Agreement.

Entire Agreement Except with respect to Apex compensation, which shall be determined from time to time as set forth in the Exhibit B, this Agreement and its incorporated Addendum represent the entire agreement of the parties, and any modification of its terms shall be in writing signed by both parties.

Severability If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provision shall continue in full force and effect.

Dispute Resolution Except as to matters of injunctive relief, in the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question,

Delaware County Apex Letter of Agreement

3755 62nd St., Suite 100 | Indianapolis, IN 46240 | 317.254.1600 | apexbg.com

4

October 19, 2015



or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If they do not reach such solution within a period of 60 days, then, upon notice to all parties, the dispute, claim, question, or disagreement shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association located in Indianapolis, Indiana. The parties agree that all arbitration proceedings and hearings shall take place in Indianapolis, Indiana; and to the extent not preempted by federal law, Indiana statutory and common law shall control during arbitration. To the extent the claim, dispute, question or disagreement is preempted by federal law, those disputes shall be controlled by the federal statutory and common law applicable in the jurisdiction of the Southern District of Indiana. Arbitration is final and binding on the parties, and judgment on the award rendered by the arbitrator(s) may be entered in any court having proper jurisdiction. The non-breaching party shall be entitled to recover from the breaching party an award of reasonable attorney fees, as well as an award of any reasonable costs and expenses associated with arbitration, incurred in enforcing the terms of this Agreement.

Injunctive Relief Client acknowledges that the disclosure or use of the confidential information or competition with Apex in violation of this Agreement shall give rise to irreparable harm and injury to Apex, inadequately compensable in monetary damages. Accordingly, Client agrees that, in addition to any other legal or equitable remedies that may be available, Apex shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach or threatened breach of this Agreement. In any action successfully brought by a party to enforce its rights hereunder, the non-breaching party shall also be entitled to recover its reasonable attorneys' fees and costs of the action from the breaching party. The parties hereto irrevocably consent to the jurisdiction and exclusive venue of the courts of Marion County in the State of Indiana and/or the United States District Court for the Southern District of Indiana with respect to any and all such actions in any way related to this Agreement or its enforcement, and the parties to this Agreement irrevocably waive any and all objections thereto.

Disclosure Apex may be compensated for our work in a variety of ways, including the following:

Client Fees Apex Clients pay Apex negotiated fees for handling the clients' insurance consulting needs. Any such fees to be paid by the Client are set forth in the written agreement between Apex and the Client (see Exhibit B).

Regular Commissions Insurance carriers, with which Apex places business, generally pay Apex commissions for the placement or renewal of policies. In most cases, such commissions are calculated as a percentage of the premium paid to the insurance company for the specific policy and are included in our Client's premium cost. Occasionally, the commission may be a fixed amount negotiated between the insurer and Apex. In some cases where clients pay Apex fees in connection with the placement and servicing of the Client's insurance business, commissions may be credited against any fee to be paid by the Client; if so, this will be set forth in the mutual written agreement.

Delaware County Apex Letter of Agreement

3755 82nd St., Suite 100 • Indianapolis, IN 46240 • 317.254.1600 • apexbg.com

5

October 19, 2015

ORDINANCES FOR SECOND READING

DELAWARE COUNTY COMMISSIONERS CREATING A FUND FOR ISDH IMMUNIZATIONS FUNDS

ORDINANCE 2015 – 019

MOTION: Commissioner Henry made a motion to approve Ordinance 2015-019, Creating a Fund for ISDH Immunizations Funds.

SECOND: Commissioner King

Motion PASSED UNANIMOUSLY

October 19, 2015

ORIGINALORDINANCE NO. 2015-019

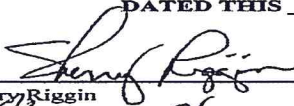

DELAWARE COUNTY COMMISSIONERS

CREATING A FUND FOR ISDH IMMUNIZATIONS FUNDS

WHEREAS, the Delaware County Health Department will be receiving funds from the ISDH Immunizations Division Grant Agreement.

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

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT: The Auditor shall establish a fund entitled ISDH Immunizations Division Grant Fund and has issued a budget fund number of _____ with respect to these funds and such funds are non-reverting, further the expenditure of said funds shall not require appropriation by County Council.

DATED THIS 19 DAY OF OCTOBER, 2015.
Sherry Riggins
Shannon Henry
James King

Delaware County Commissioners

ATTEST: 

October 19, 2015

ORDINANCES FOR FIRST READING

**AN ORDER OF DELAWARE COUNTY, INDIANA, CREATING A FUND FOR THE DEPOSIT OF FEDERAL FUNDS
RECEIVED BY THE DELAWARE COUNTY CIRCUIT COURT FOR COURT IMPROVEMENT
ORDINANCE 2015-020**

Ms. Lana Scroggins, Court Administration, presented information for a \$45,000 grant that will be received to help pro bono services and self-represented litigants.

MOTION: Commissioner King made a motion to introduce Ordinance 2015-020, Creating a Fund for the Deposit of Federal Funds Received by the Delaware County Circuit Court for Court improvement.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

MOTION: Commissioner Henry made a motion to suspend the rules on Ordinance 2015-020, Creating a Fund for the Deposit of Federal Funds Received by the Delaware County Circuit Court for Court improvement.

SECOND: Commissioner King

Motion PASSED UNANIMOUSLY

MOTION: Commissioner King made a motion to approve Ordinance 2015-020, Creating a Fund for the Deposit of Federal Funds Received by the Delaware County Circuit Court for Court improvement.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

ORDINANCE NO. 2015-026**ORIGINAL**

**An Order of Delaware County, Indiana, Creating a Fund for the Deposit of
Federal Funds Received by the Delaware County Circuit Court for Court
Improvement**


WHEREAS, the Delaware Circuit Court has received grant funds for court improvement provided in the Delaware Circuit Court; and

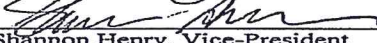
WHEREAS, it is necessary to establish a fund in the Auditor's Office into which the proceeds will be deposited and from which expenditures will be disbursed.

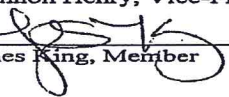
NOW, THEREFORE, BE IT ORDAINED that the Auditor shall establish a fund entitled Delaware Circuit Court, Court Improvement Grant Fund and said Auditor has issued a budget fund number of _____ with respect to these funds and such funds are non-reverting. Further, since the grant budget is approved by the State of Indiana, the expenditure of said funds shall not require appropriation by Delaware County Council.

Passed and Approved by the Delaware County Board of Commissioners on this 19 day of October, 2015.

DELAWARE COUNTY COMMISSIONERS


Sherry Riggins, Commissioner President


Shannon Henry, Vice-President


James King, Member

ATTEST:


Steve Craycraft, Auditor, Delaware County

DEPARTMENT HEADS AND ELECTED OFFICIALS

2015 NEW YEAR'S EVE HOLIDAY – THURSDAY, DECEMBER 31, 2015

MOTION: Commissioner King made a motion to close the Delaware County Buildings on December 31, 2015.

SECOND: Commissioner Henry

Yeas; Commissioner Henry, Commissioner King

Nays; President Riggins

October 19, 2015

2016 Holiday Schedule

MOTION: Commissioner Henry made a motion to approve 2016 Holiday Schedule. Delaware County offices will be open until noon on December 23, 2016.

SECOND: President Riggin

Motion PASSED UNANIMOUSLY

October 19, 2015

**ORIGINAL DELAWARE COUNTY COMMISSIONERS
HOLIDAY SCHEDULE FOR 2016**

New Year's Day	Friday	January 01, 2016
Martin Luther King Day	Monday	January 18, 2016
Good Friday	Friday	March 25, 2016
Primary Election	Tuesday	May 3, 2016
Memorial Day	Monday	May 30, 2016
Independence Day	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016
General Election	Tuesday	November 8, 2016
Veterans Day	Friday	November 11, 2016
Thanksgiving	Thurs/Friday	November 24 & 25, 2016
Christmas Eve	Friday @ Noon	December 23, 2016
Christmas Day	Monday	December 26, 2016

Adopted this 19th day of October, 2015

Delaware County Board of Commissioners,


Sherry Raggin, President


Shannon Henry, Vice President


James King, Member

ATTEST: 
Steve Craycraft, County Auditor

October 19, 2015

SUBDIVISION AGREEMENT

Ms. Marta Moody, Metro Plan Commission Executive Director, presented Bonterra Place agreement (see attached).

MOTION: Commissioner King made a motion to approve Bonterra Place, Subdivision Development agreement.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

SUBDIVISION DEVELOPMENT AGREEMENT

IN RE

THE MATTER OF:

Improvements within BONTERRA PLACE, Section A and A Re-Plat of Lots 16, 17, 19, 20 & 21, a subdivision of land situated in Hamilton Township, Delaware County, Indiana, consisting of Lots Numbered 1-11 and 16-21, Outlots 1 & 2, and 394 linear feet of improved Island Way, 610± linear feet of unimproved Island Way, and 695 linear feet of improved Treasure Lane.

BE IT AGREED by the undersigned Andrew J. Parkison and the Board of Commissioners of Delaware County, Indiana, as follows:

Section 1. That Andrew J. Parkison, 6604 N. Morrison Road, Muncie, Indiana, is the developer of the land described herein as Bonterra Place Section A and A Re-Plat of Lots 16, 17, 19, 20 & 21, a subdivision located in Hamilton Township, Delaware County, Indiana; and that Bonterra Project Incorporated, Andrew J. Parkison, CEO, is the owner of the land containing Bonterra Place and of the land abutting the current south termini of Island Way as shown on the plat for Bonterra Place, Section A.

Section 2. That, as a part of the development of Bonterra Place, certain public street, drainage and related improvements have been installed within the areas shown on the plats for said Section A and the Re-Plat consisting of, but not necessarily limited to, streets, underdrains, curbs, gutters, storm sewers, inlets, and outlets, but not including approximately 610 linear feet of unimproved Island Way.

Section 3. That the Board of Commissioners approved and signed the final plat for Bonterra Place Section A, based upon the terms of the original development agreement, on November 6, 2007.

Section 4. That the developer agrees to maintain the temporary turn-around at the south termini of Island Way, consisting of a stone base, for no more than two (2) years, in a manner approved by the County Engineering Department, and provided that, should Island Way not be extended and completed within the two (2) year time period from the date of the signing of this Agreement, the developer agrees to install a permanent cul-de-sac in accordance with the then requirements of the County Engineering Department and to dedicate the required right-of-way containing such cul-de-sac or to provide a bond, that shall remain in effect for three (3) years, covering the cost of completion of the cul-de-sac or the Island Way extension to CR 400 N, whichever is greater, in accordance with the requirements of the County Engineering Department.

Section 5. That the owner/developer agrees to grant an access easement for public use of the temporary turn-around.

Section 6. That the Board of Commissioners agrees to grant one extension of time, upon request by the developer and for good cause shown, of the time limit set forth above in Section 4 where said extension shall not exceed a three year time period.

Page 1 of 2

October 19, 2015

Section 7. That the terms of this agreement shall be binding on the undersigned owner/developer, Andrew J. Parkison, and his successors, assigns, executors, administrators, heirs and devisees.

Section 8. Nothing in this agreement shall be construed as a limitation upon the Board of Commissioners in terms of design, construction standards, surety, and normal like matters relating to the installation and dedication of public improvements.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals this 8th day of October, 2015.

OWNER/DEVELOPER
Bonterra Project Incorporated

Andrew J. Parkison
Andrew J. Parkison, CEO

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Andrew J. Parkison who has separately acknowledged the execution of the foregoing instrument as his their voluntary act and deed, for the purpose therein expressed.

Witness my hand and seal this 8th day of October, 2015.

Kimberly A. Cuthbertson
Notary Public
Kimberly A. Cuthbertson
Printed Name

Resident of Delaware County,
State of Indiana
My Commission Expires: May 12, 2022



Page 2 of 2

BOARD OF COMMISSIONERS
DELAWARE COUNTY, INDIANA

Sherry Riggan
Sherry Riggan, President

Shannon Henry
Shannon Henry, Vice President

James King
James King, Member

Approved and signed this 18 day of October, 2015.

ATTEST:

Steven G. Craycraft
Steven G. Craycraft
Delaware County Auditor

PAYMENTS OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$1,462,542.07.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY

QUESTIONS, COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

NONE

October 19, 2015

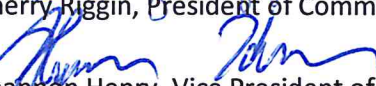
RECESS

MOTION: Commissioner King made a motion to recess.

SECOND: Commissioner Henry

Motion PASSED UNANIMOUSLY


Ms. Sherry Riggin, President of Commissioners


Mr. Shannon Henry, Vice President of Commissioners


Mr. James King, Member of Commissioners


Mr. Steve Craycraft, Auditor

October 19, 2015