

**DELAWARE COUNTY COMMISSIONER'S MEETING**

**Tuesday, September 8, 2020 @ 9:00 A.M.**

**COMMISSIONER'S COURTROOM**

**100 W. MAIN ST.**

**MUNCIE, IN 47305**

**QUESTIONS MAY BE DIRECTED TO COMMISSIONERS @CO.DELAWARE.IN.US**

**PLEDGE TO FLAG**

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riggin

Mr. John Brooke, County Attorney

Mr. Steve Craycraft, Deputy Auditor

**APPROVAL OF MINUTES**

MOTION: Commissioner King made a motion to approve August 17 and September 2, 2020 Commissioner Minutes.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

**CONTRACTS OR AGREEMENTS FOR APPROVAL**

**POLLING SITE CHANGE**

Mr. Rick Spangler, Clerk, presented an updated list of November 3, 2020 election Polling Sites. Mr. Spangler said Yorktown Church of Nazarene voting site will be moved to Town of Yorktown Street Garage (formerly Lions Club).

MOTION: Commissioner King made a motion to approve Polling Site Change for fall 2020.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

POLLING LOCATIONS for 2020 ELECTION  
Tuesday November 3<sup>rd</sup>, 2020

*ORIGINAL*

<u>Precinct</u>	<u>Company</u>	<u>Address</u>	<u>City</u>
1	Gillespie Towers	701 W Jackson St	Muncie
2	Lutheran Church of the Cross	4401 N Wheeling Ave	Muncie
3	Westminster Presbyterian Church	2801 W. Riverside Ave	Muncie
4	Sugarbush Apartments	3601 Chadam Lane	Muncie
5	Forest Park Senior Citizens Center	2517 W 8 <sup>th</sup> St	Muncie
6	Holy Trinity Lutheran Church	900 W White River Blvd	Muncie
7	Muncie Central High School	801 N Walnut St.	Muncie
8	Oakwood Bldg.	2501 N Oakwood Ave	Muncie
9	Southside Middle School	1601 E 26 <sup>th</sup> St	Muncie
10	Oakwood Bldg.	2501 N Oakwood Ave	Muncie
11	East Washington Academy	1000 E Washington St	Muncie
12	Roy C Buley Recreation Center	1111 N Penn St	Muncie
13	Southview Elementary School	2100 S Franklin St	Muncie
14	Forest Park Senior Citizen Center	2517 W 8 <sup>th</sup> St	Muncie
15	Garland E Ross Recreation Center	1110 W 10 <sup>th</sup> St	Muncie
18	Longfellow Elementary School	1900 E Centennial Ave	Muncie
19	Boys and Girls Club	1710 S Madison St	Muncie
20	Price Hall	704 S Madison St	Muncie
22	Grissom Memorial Elementary School	3201 S Macedonia Ave	Muncie
23	Forest Park Senior Citizen Center	2517 W 8 <sup>th</sup> St	Muncie
25	First Presbyterian Church	1400 W Riverside Ave	Muncie
26	First Presbyterian Church	1400 W. Riverside Ave	Muncie

27	Delaware County Fairgrounds	1210 N Wheeling Ave	Muncie
28	Riverview Church of the Nazarene	2608 E Willard St	Muncie
29	Mansfield Park Lodge	2801 S Eaton Ave	Muncie
33	First Brethren Church	101 S Morrison Rd	Muncie
34	Westminster Presbyterian Church	2801 W Riverside Ave	Muncie
35	Gethsemane United Methodist Church	1201 W McGalliard Rd	Muncie
36	Northside Church of God	1505 N Tillotson Ave	Muncie
38	West View Elementary School	3401 W Gilbert St	Muncie
39	Union Chapel Ministries	4622 N. Broadway	Muncie
40	Northview Elementary School	807 W Yale Ave	Muncie
41	Mansfield Park Lodge	2801 S Eaton Ave	Muncie
42	Sugarbush Apartments	3601 N Chadam Ln	Muncie
43	Union Chapel Ministries	4622 N. Broadway	Muncie
44	Southside Church of the Nazarene	3500 W Fuson Rd	Muncie
45	Halteman Village Baptist Church	4100 N Oakwood Ave	Muncie
46	TRC, – Head Start (Claypool)	3900 E Wysor St	Muncie
47	Halteman Village Baptist Church	4100 N Oakwood Ave	Muncie \
48	Union Chapel Ministries	4622 N. Broadway	Muncie
49	Lutheran Church of the Cross	4401 N Wheeling Ave	Muncie
50	Northside Church of God	1505 N Tillotson Ave	Muncie
51	Daleville High School	8400 Bronco Dr	Daleville
52	Daleville High School	8400 Bronco Dr	Daleville
53	Yorktown Street Barn	2400 Russ Street	Yorktown *
54	Yorktown Street Barn	2400 Russ Street	Yorktown *
55	Yorktown High School	1100 S. Tiger Dr	Yorktown
56	Wes-Del High School	10000 N CR 600 W	Gaston

57	Gaston United Methodist Church	105 N Main St	Gaston
58	Wes-Del High School	10000 N CR 600 W	Gaston
59	Cornerstone Brethren Church	9601 S Cowan Rd	Muncie
60	Hamilton Township Fire Co	8021 N SR 3	Muncie
61	Eaton Community Building	600 E Harris St	Eaton
62	Harris Chapel	10450 S CR 544E	Selma
63	Del Co Highway Garage	7700 E Jackson St	Muncie
64	Del Co Highway Garage	7700 E Jackson St	Muncie
65	Desoto United Methodist Church	6309 N CR 500E	Muncie
66	Albany Fire Station	214 State St	Albany
67	Albany Fire Station	214 State St	Albany
68	Albany Fire Station	214 State St	Albany
69	Hamilton Township Fire Co	8021 N SR 3	Muncie
70	People of Praise	3300 W Moore Rd	Muncie
71	Yorktown High School	1100 S Tiger Dr	Yorktown
73	Cornerstone Brethren Church	9601 S Cowan Rd	Muncie
74	University Christian Church	2400 N Nebo Rd	Muncie
75	Del Co Highway Garage	7700 E Jackson St	Muncie
77	Eaton Community Building	600 E Harris St	Eaton
78	Wes-Del High School	10000 N CR 600W	Gaston
81	Christian Missionary Alliance Church	5601 W Jackson St	Muncie
87	New Life Presbyterian Church	8000 W River Rd	Yorktown
88	Yorktown Middle School	8820 W Smith St	Yorktown
90	Eden Church	11205 N SR 3	Muncie
91	Eden Church	11205 N SR 3	Muncie
92	St Andrew Presbyterian Church	2700 W Moore Rd	Muncie

93	St Andrew Presbyterian Church	2700 W Moore Rd	Muncie
94	Daleville Town Hall	8019 S Walnut St	Daleville
95	New Life Presbyterian Church	8000 W River Rd	Yorktown
98	Christian Missionary Alliance Church	5601 W Jackson St	Muncie
*	Former Yorktown Lions Club Building		


The above locations have all been approved as voting sites for the 2020 Elections to be held on Tuesday, May 5<sup>th</sup> 2020 & Tuesday November 3<sup>rd</sup> 2020.

Signed this 8 day of ~~February~~ <sup>September</sup>, 2020.

  
 Shannon Henry  
 Delaware County Commissioner

  
 James King  
 Delaware County Commissioner

  
 Sherry K. Riggins  
 Delaware County Commissioner

  
 Auditor

#### **VOIP PHONE CONTRACT**

Mr. Jim Flook, IT Director, presented the level365 contract for Delaware County telephone services. Companies were selected from RFP's and then those companies presented demonstrations of their products. A decision was made to go with level365. These telephone units will be supported by level365 for 10 years.

MOTION: Commissioner Riggin made a motion to approve level365 contract for Delaware County telephone services.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

President Henry thanked Mr. Flook and Ms. Jeni Honeycutt, Commissioners Executive Assistant for the time and effort spent on going through the RFP's and assisting with the selection of a Delaware County phone system.

Mr. John Brooke, County Attorney, said he had reviewed the telephone service contract with level365. Mr. Brooke said there is a one-time charge of \$64,000 for set-up and delivery of hardware. A monthly charge of \$6800.

*Signature of level3654 still needed*

#### **ASHTON LAND SURVEYOR / MARKLEY SUBDIVISION**

Ms. Kathy Vannice, Ashton Land Surveyor, presented the Markley Subdivision. This property has gone through the platting process. This property did not qualify due to it being under five acres. This is a request for a road right of way dedicated to the Commissioners from the piece of land that is being divided off.

MOTION: Commissioner Riggin made a motion to approve the presented Markley Subdivision, located on Albany Pike.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry



# Markley Subdivision

DELAWARE COUNTY, INDIANA  
A SUBDIVISION  
IN SECTION 28, TOWNSHIP 22 NORTH, RANGE 11 EAST,  
NILES TOWNSHIP, DELAWARE COUNTY

A part of the Southeast Quarter of Section 28, Township 22 North, Range 11 East, in Niles Township, Delaware County, Indiana, described as follows:

Commencing at a 3/4 inch rebar marking the Southwest corner of the Southeast Quarter of Section 28, Township 22 North, Range 11 East; thence South 89 degrees 52 minutes 55 seconds East 2099.05 feet (assumed bearing) along the South line of said Southeast Quarter to a point 495.44 feet West of the Southeast corner of said Southeast Quarter; thence North 00 degrees 54 minutes 32 seconds West 1291.99 feet parallel with the East line of said Southeast Quarter to a 3/4 inch rebar at the point of beginning; thence North 89 degrees 52 minutes 55 seconds West 356.52 feet to a 3/4 inch rebar; thence North 00 degrees 54 minutes 32 seconds West 428.66 feet to a nail on the centerline of the Eaton Albany Pike; thence South 78 degrees 01 minutes 45 seconds East 365.66 feet along said centerline to a nail; thence South 00 degrees 54 minutes 32 seconds East 303.24 feet to the point of beginning, containing 3.70 acres more or less, and subject to the right-of-way for the Eaton Albany Pike across the Northernly side and to all easements of record.

Registered Land Surveyor LS80040149  
Haldon L. Ashton

Boundary Survey recorded in Document Number \_\_\_\_\_

No Building shall be built within the Replacement Septic Field area.

The undersigned owner(s) of the herein described real estate, Markley Subdivision, for himself, and for all future owners and occupants of said real estate, or any parcel or subdivision thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

First, acknowledges and agrees that the Markley Subdivision is in and adjacent to an area zoned for agricultural uses, which uses include, but are not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding and sale of livestock and poultry, including confined feeding operations, use of farm machinery, and the sale of farm products.

Second, waives any and all objections to any such agricultural uses on any real estate zoned for such uses within two miles of any boundary of the Markley Subdivision, whether such uses currently exist, are enlarged, or changed in use in the future to another agricultural use;

Third, agrees that such agricultural uses, whether currently existing, or hereafter established, enlarged, or changed, do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily harm to third parties, or directly endanger human health; and

Fourth, agree that this covenant is for the benefit of the Delaware County Indiana and all persons engaged in agricultural uses within two miles of any boundary of the Markley Subdivision and is enforceable by any of the foregoing; together with such other covenants as may be required.

#### OWNERS CERTIFICATE

The undersigned owners, David D. Markley of the real estate shown and reserved hereon, do hereby certify that they lay off, plat subdivide into lots, and dedicate the road to the public thereof, in accordance with the plat herewith. This subdivision shall be known as the Markley Subdivision, a subdivision in Niles Township, Delaware County, Indiana.

Witness our Hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

David D. Markley Lisa K. Markley

State of Indiana )  
County of Delaware ) SS

Before me, a Notary Public in and for said County and State, personally appeared David D. & Lisa K. Markley, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission expires: \_\_\_\_\_ Resident of \_\_\_\_\_

County, \_\_\_\_\_

Witness our Hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

Witness Signature \_\_\_\_\_

Witness Name Printed \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said County and State, on the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows \_\_\_\_\_

and who executed the foregoing instrument; that said WITNESS was present and saw said him/her/then execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

My Commission Expires: \_\_\_\_\_

Notary Public - \_\_\_\_\_

Residing in \_\_\_\_\_ County

PLAT COMMISSION: Under authority of the Acts of 1947 enacted by the General Assembly of the State of Indiana and all Acts amendatory thereto, the Delaware-Muncie Metropolitan Plan Commission hereby approves the foregoing plat of the Markley Subdivision.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Secretary \_\_\_\_\_

President \_\_\_\_\_

COUNTY COMMISSIONERS: THIS IS TO CERTIFY that the Board of Commissioners of Delaware County, Indiana, hereby approves and accepts the dedication of public lands and public improvements within the foregoing plat of the Markley Subdivision.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

President \_\_\_\_\_ Member \_\_\_\_\_

Member \_\_\_\_\_

Duly entered for taxation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Auditor of Delaware County

Received for record and recorded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Plat Book \_\_\_\_ page \_\_\_\_

Recorder of Delaware County

Sheet 2 of 2

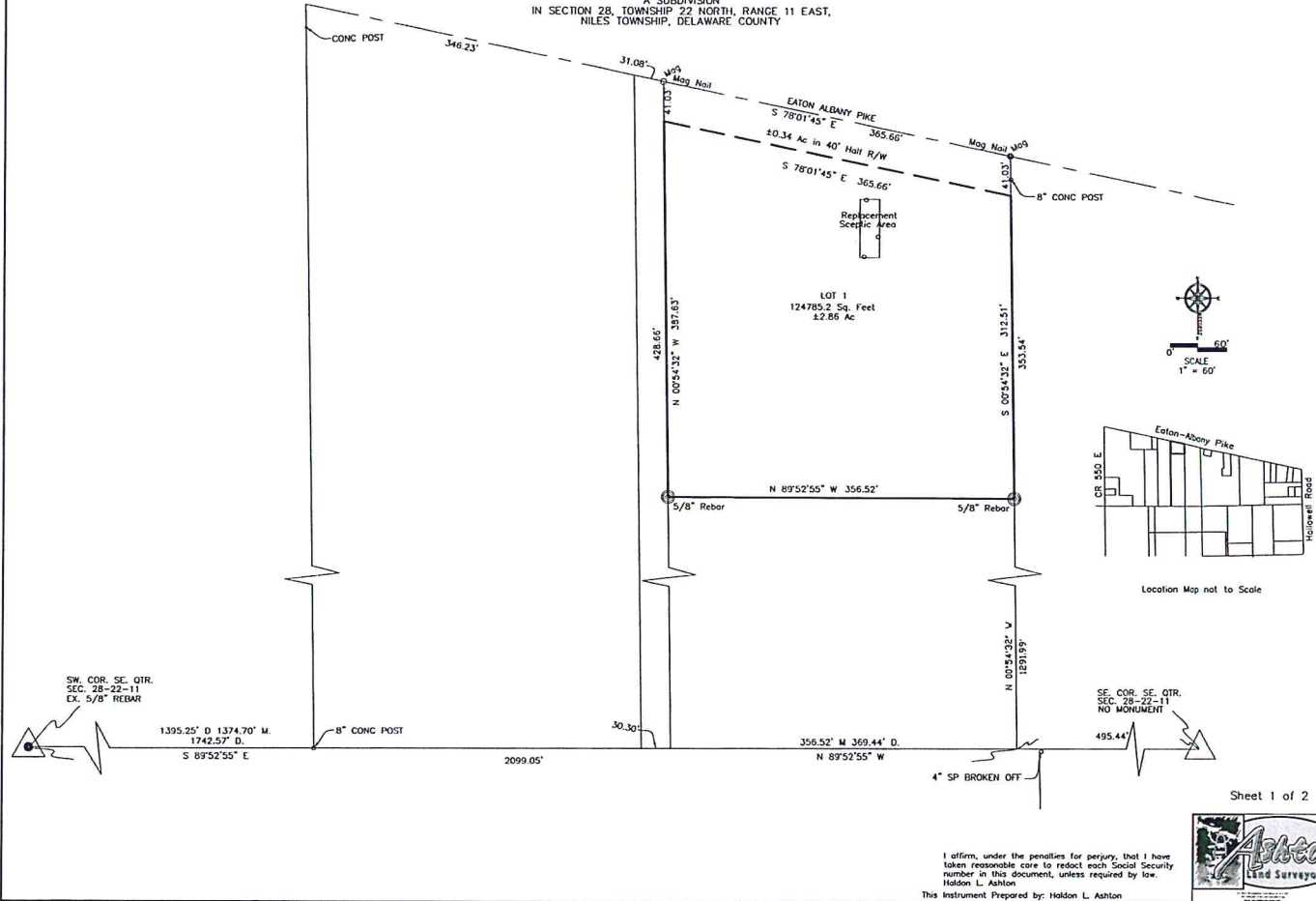
I affirm, under the penalties for perjury, that I have taken reasonable care to reduce each Social Security number in this document, unless required by law.  
Haldon L. Ashton  
This instrument Prepared by: Haldon L. Ashton



# Markley Subdivision

DELAWARE COUNTY, INDIANA

A SUBDIVISION  
IN SECTION 28, TOWNSHIP 22 NORTH, RANGE 11 EAST,  
NILES TOWNSHIP, DELAWARE COUNTY





## PURDUE INTERNET DATA NETWORK SERVICES AGREEMENT

Mr. Flook said the agreement is to rent internet services to Purdue (see agreement).

Mr. Brooke reviewed the contract with Data Network Services (3 years) agreement.

MOTION: Commissioner King made a motion to approve Data Network Services agreement.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

Signature of Data Network Services agreement still needed

## DATA NETWORK SERVICES AGREEMENT

between

Purdue University and Delaware County

ORIGINAL

This agreement made this 8 day of September ~~August~~ 2020 by and between the governments of Delaware County of the State of Indiana, hereinafter called the "COUNTY" and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called Purdue Extension.

1. NOW THEREFORE, Purdue Extension, Purdue AgIT, and the COUNTY hereto agree that:
  - A. Purdue Extension and COUNTY will each provide and maintain the Local Area Network including: equipment, wiring and software support to connect the LAN to the on premise network demarcation point and provide functionality to the Ethernet connection the Delaware County Data Network.
  - B. Purdue Extension and COUNTY will each designate a Site Coordinator and authorized alternate(s). This individual will serve as the primary contact for the technical matters relating to initial installation of the service as well as continuing maintenance and operating contacts.
  - C. Purdue Extension and COUNTY will each provide local information, user assistance, and other local support as necessary for network users.
  - D. Technical problems will be reported to the Delaware County IT after first taking reasonable steps to assure the problem is not with the LAN at the site. The Delaware County IT will accept trouble calls only from Site Coordinator or a designated alternate.
  - E. Purdue Extension and COUNTY will each provide "hand and eyes" and other assistance for trouble shooting problems as requested by the NOC.
  - F. COUNTY will invoice Purdue Extension as billed by AT&T for service period; currently the service periods are January 1 through June 30 and July 1 through December 31.
  - G. Information required by this agreement shall be reviewed and revised by July 1, every three years.
  - H. The term of this agreement shall be 07/01/2020 through 06/30/2023. On each anniversary of the expiration date of the initial term, this agreement will be renewed for three years, unless terminated in accordance with section I.
  - I. Either party may terminate this agreement with 60 days written notice to the other party.
  - J. Purdue Extension agrees to pay \$229 per month for Internet service provided by COUNTY.
2. Entire Agreement.

This agreement contains the entire understanding of the parties with respect to the matter contained herein. Amendments, modifications or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Agreement.

**Purdue University**

**Delaware County**

**Recommended for**

**Approval By:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Name:** Don Hen  
**Title:** \_\_\_\_\_ **Title:** COMMISSIONER PRESIDENT  
**Date:** \_\_\_\_\_ **Date:** 09/08/2020

**Approved By:**  
**Name:** STEVEN G. CHAPMAN  
**Title:** AUDITOR  
**Date:** 9-8-2020

#### **JOINT UNDERTAKING AGREEMENT DALEVILLE TOWN HALL AND POLICE STATION**

Mr. Brooke presented the Joint Undertaking agreement with Daleville Town Hall and Police Station through Redevelopment Commission. This is the next step to the BOT agreement (build-operate-transfer). Mr. Brooke believes that Redevelopment Commission has voted on this agreement. This is paid through TIF (Tax Increment Fund). MOTION: Commissioner Riggin made a motion to approve the Joint Undertaking agreement of Daleville Town Hall and Police Station.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

*Signatures for Joint Undertaking still needed*

**JOINT UNDERTAKING AGREEMENT  
Daleville Town Hall and Police Station**

*ORIGINAL*

This Joint Undertaking Agreement (the "Agreement") is executed this 8 day of September, 2020, by and between the Delaware County Redevelopment Commission (the "County RDC") and the Daleville Redevelopment Commission (the "Town RDC"). Each of the Delaware County Board of Commissioners (the "County Board") and the Town Council of the Town of Daleville, Indiana (the "Town Council"), is executing this Agreement for the limited purposes set forth above its signature block.

**Recitals**

WHEREAS, pursuant to Resolution 2019-05, the Town Council adopted the provisions of Ind. Code §5-23 and authorized the publication of a request for proposals to develop, design, and construct a town hall and police station (the "BOT Project");

WHEREAS, pursuant to Resolution 2019-11, and in accordance with the requirements of Ind. Code §5-23, the Town Council awarded the development, design, and construction of the BOT Project to Daleville Police Station Partners, LLC (the "Developer") and authorized the negotiation and execution of a build-operate-transfer agreement (the "BOT Agreement"), compliance with which is subject to: (a) approval by the County Board and the County RDC of a pledge of financial support adequate to pay all installment payments payable pursuant to the BOT Agreement (the "BOT Payments"); and (b) the actual pledge of such adequate financial support to the Town RDC for use to pay the BOT Payments;

WHEREAS, the Town Council submitted to the County Board and the County RDC a proposal under which the BOT Project would be undertaken jointly by the Town of Daleville, Indiana (the "Town"), and Delaware County, Indiana (the "County") pursuant to Ind. Code §36-7-25-4;

WHEREAS, each of the County Board (pursuant to Resolution 2020-003) and the County RDC (pursuant to Resolution 2020-002) has determined it to be in the best interests of the County to work jointly with the Town on economic and quality of life projects;

WHEREAS, pursuant to Resolution 2020-003, the County Board designated the County RDC as the appropriate entity to enter into discussions with the Town RDC for the purposes of agreeing to the terms and conditions on which the BOT Project would be a joint undertaking between the Town and the County;

WHEREAS, pursuant to Resolution 2020-002, the County RDC agreed to engage in such discussions, subject to the requirement that it would execute a joint agreement with the Town RDC only upon the specific determination that the BOT Project will serve or benefit the allocation areas within the "Daleville Redevelopment Area" (the "Allocation Area");

WHEREAS, the County RDC specifically has determined that the BOT Project will serve or benefit the Allocation Area, and the County RDC and the Town RDC have agreed on terms and conditions for the joint undertaking of the BOT Project;

WHEREAS, pursuant to Ind. Code §36-1-7-15(a), a department of redevelopment organized under Ind. Code §36-7-14 constitutes an "economic development entity";

WHEREAS, the County Board, as the legislative and governing body of the County, organized a department of redevelopment under Ind. Code §36-7-14, which department of redevelopment is controlled by the County RDC;

WHEREAS, the Town Council, as the legislative and governing body of the Town, organized a department of redevelopment under Ind. Code §36-7-14, which department of redevelopment is controlled by the Town RDC;

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WHEREAS, pursuant to Ind. Code §36-1-7-15(b), two or more "economic development entities" may enter into a written agreement under Ind. Code §36-1-7-3 if the agreement is approved by each entity's governing body; accordingly, subject to the approval of the County Board and the Town Council, the County RDC and the Town RDC have the authority to execute this Agreement;

WHEREAS, pursuant to certain provisions of Ind. Code §36-7-25 and Ind. Code §36-1-7-15, the County Board has the authority to pledge to the Town RDC increment generated from the Allocation Area (the "County Increment"), notwithstanding that the BOT Project will not be located in the Allocation Area;

WHEREAS, the County Board, as the County's legislative body, has agreed to pledge the County Increment to the Town RDC in an amount not to exceed: (a) in any given year, the amount of the BOT Payments due; and (b) in the aggregate, \$3,900,000.00 (the "County Increment Cap");

WHEREAS, pursuant to Ind. Code §36-7-14-39, there are circumstances under which the County RDC has the authority to pledge the County Increment to the Town RDC notwithstanding that the BOT Project will not be constructed in the Allocation Area;

WHEREAS, the County RDC has agreed to confirm the pledge of the County Increment by the County Board, and, to the extent permitted pursuant to Ind. Code §36-7-14-39, to further pledge the County Increment to the Town RDC; and

WHEREAS, the County RDC and the Town RDC wish to execute this Agreement.

#### **Agreement**

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the County RDC and the Town RDC agree to the terms and conditions set forth in this Agreement.

1. **Term.** This Agreement shall be coterminous with the BOT Agreement; accordingly, this Agreement (and all obligations set forth herein) shall terminate upon the expiration or earlier termination of the BOT Agreement.

2. **Joint Undertaking.** Subject to the terms and conditions of this Agreement, the parties agree to the joint undertaking of the BOT Project as permitted pursuant to Ind. Code § 36-7-25.

3. **BOT Transaction Documents.**

(a) **Town/RDC Obligations.** The Town RDC and/or the Town, as applicable, shall: (i) negotiate and, as applicable, execute the BOT Agreement and the other documents and instruments necessary or reasonably appropriate to effect the transaction contemplated in the BOT Agreement (collectively, the "BOT Transaction Documents"), including, without limitation, an agreement pursuant to which a financial institution will purchase the Developer's right to receive the BOT Payments; (ii) provide the personnel necessary to administer, and satisfy the obligations of the Town under the BOT Agreement; and (iii) have the exclusive right to the day-to-day management and control of the development, design, and construction of the BOT Project.

(b) **Review Rights.** The terms and conditions of each BOT Transaction Document shall be subject to review by the County RDC, and the County RDC shall be deemed to have accepted such terms and conditions absent written notice, delivered by the County RDC to the Town RDC within five days after receipt of the applicable BOT Transaction Document, stating that such BOT Transaction Document is inconsistent with the terms, conditions, and intent of this Agreement. If the County RDC delivers to the Town RDC a timely objection with respect to any BOT Transaction Document, then the parties shall work jointly and in good faith to resolve the objection.

- (c) **County Obligations.** At the closing contemplated in the BOT Agreement, the County RDC and the County Board shall execute such documents, resolutions, consents, and/or ordinances as reasonably may be required to effect the transaction, including, if applicable, documentation related to the purchase by a financial institution of the right to receive the BOT Payments.
- 4. Financing.**
- (a) **County Board.** The County Board shall pledge the County Increment to the Town RDC for the term of the BOT Agreement, subject to the County Increment Cap (the "Pledged County Increment").
- (b) **County RDC.** The County RDC shall confirm the pledge of the Pledged County Increment by the County Board, and, to the extent permitted pursuant to Ind. Code §36-7-14-39, further pledge the Pledged County Increment to the Town RDC for the term of the BOT Agreement.
- (c) **Town RDC.** the Town RDC shall: (i) accept the County Pledged Increment; and (ii) pledge the Pledged County Increment received by it to the payment of the BOT Payments for the term of the BOT Agreement.
- (d) **Availability.** The County Board and the County RDC shall ensure that the Pledged County Increment is made available to the Town RDC in a timely manner so that the Town RDC is able to make such funds available to the Town to pay the BOT Payments as and when due pursuant to the BOT Transaction Documents.
- (e) **Exclusive Use.** The Pledged County Increment shall not be used for any purposes other than payment of the BOT Payments.
- (f) **Cap.** For purposes of clarity, in no event shall the County Board or the County RDC be obligated to pledge any County Increment in excess of the County Increment Cap.
- 5. Authority Representations.** Each of the County RDC and the Town RDC represents and warrants that:
- (a) it has: (i) the power and authority to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out the transaction contemplated by this Agreement; and (iii) complied with all laws applicable to such transaction;
- (b) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder;
- (c) neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets; and
- (d) this Agreement, once executed, will be its legal, valid, and binding obligation.
- 6. Miscellaneous.** This Agreement (a) constitutes the entire agreement between the County RDC and the Town RDC with respect to the subject matter hereof, and may be modified only by a written agreement executed by both parties and approved by the County Board and the Town Council; (b) shall be

governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the introductory paragraph hereof.

DELAWARE COUNTY REDEVELOPMENT  
COMMISSION

By: [Signature]  
Printed: James King  
Title: President

DALEVILLE REDEVELOPMENT COMMISSION

By: [Signature]  
Printed: William Walters  
Title: 9/16/2020

Approvals

The County Board specifically has determined that the BOT Project will serve or benefit the Allocation Area. Each of the County Board and the Town Council: (a) approves the terms and conditions of this Agreement, and the execution hereof by the County RDC and the Town RDC, respectively; and (b) agrees to be bound by the terms and conditions of this Agreement.

DELAWARE COUNTY BOARD OF  
COMMISSIONERS

By: [Signature]  
Printed: Shannon Henry  
Title: President

TOWN COUNCIL OF THE TOWN OF  
DALEVILLE, INDIANA

By: [Signature]  
Printed: Thomas D Roberts  
Title: President of Board



**ORDINANCE FOR SECOND READING**  
**AN ORDINANCE AMENDING THE COMPOSITION OF THE DELAWARE COUNTY'S**  
**CONVENTION AND TOURISM COMMISSION**

ORDINANCE NO. 2020-014

Mr. Brooke said Ordinance 2020-014, An Ordinance Amending the Composition of the Delaware County's Convention and Tourism Commission is to meet the statutory requirements.

MOTION: Commissioner King made a motion to approve Ordinance 2020-014, An Ordinance Amending the composition of the Delaware County's Convention and Tourism Commission.

SECOND: Commissioner Riffin

YEAS: Commissioner King, Commissioner Riffin, President Henry

*ORIGINAL*

ORDINANCE 2020-014

**AN ORDINANCE AMENDING THE COMPOSITION OF THE DELAWARE COUNTY'S**  
**CONVENTION AND TOURISM COMMISSION**

WHEREAS, an ordinance for the creation of a County Convention and Tourism Commission was adopted by the Board of Commissioners in 1983 after adoption of the Innkeeper's tax by the County Council; and

WHEREAS, since adoption the Legislature has amended the statute as to the composition of the Board members on the Commission; and

WHEREAS, the Delaware County Commissioners have made appointments to the County Convention and Tourism Commission in the past few years that was consistent with the State law, the initial ordinance that created the County Convention and Tourism Commission now needs to be amended to reflect the intent of the Legislature.


NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:


1. Section 1-6-6(C) of the Delaware County Code (2016) shall be amended as to the composition and members of the members of the Delaware County Convention and Tourism Commission as follows:
  1. There shall be nine (9) members appointed to the Delaware County Convention and Tourism Commission.
  2. The Mayor of the City of Muncie shall appoint five (5) members to the Delaware County Convention and Tourism Commission.
  3. The Board of Commissioners shall appoint four (4) members to the Delaware County Convention and Tourism Commission.
  4. All current members' terms shall remain and continue.
  5. A simple majority of the members appointed must be:
    - i. Engaged in convention, visitor or tourism business; or
    - ii. Involved in or promoting conventions, visitors or tourism.
  6. A member appointed under subdivisions B(i) or (ii) need not be a resident of Delaware County, if the member is an owner or executive level employee of a convention, visitor or tourism business that is located in Delaware County. However, they must be a resident of Indiana.
  7. If available and willing to serve at least two (2) members must be engaged in the business of renting or furnishing rooms, lodging or accommodations.
  8. Not more than one (1) member may be affiliated with the same business entity.
2. Any and all prior adopted ordinances or language which is inconsistent with this Ordinance is hereby revoked.

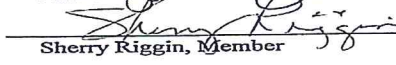
3. All other provisions of Section 1-6-6 shall remain in full force and effect.

Passed and adopted by the Board of Commissioners on the 8 day of 2020, 2020.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA

  
Shannon Henry, President

  
James King, Vice President

  
Sherry Riffin, Member

ATTEST:

  
Steven Craycraft, Delaware County Auditor

**RESOLUTIONS FOR APPROVAL**  
**RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS**  
**PERMITTING DISPOSAL OF EXCESS SOIL FROM COUNTY-OWNED PROPERTY**  
**RESOLUTION NO. 2020-033**

Mr. Brooke said this Resolution 2020-033 works with the City of Muncie on a project that is located close to Ross Center. Some of the soil located at this property will be moved to county property.

City Board of Works will also need to approve a similar Resolution.

MOTION: Commissioner King made a motion to approve Resolution 2020-033, Permitting Disposal of Excess Soil.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

*ORIGINAL*

**RESOLUTION NO. 2020-033**

**RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS**  
**PERMITTING DISPOSAL OF EXCESS SOIL FROM COUNTY-OWNED PROPERTY**

*WHEREAS*, the Delaware County Board of Commissioners (hereinafter, the "Commissioners") own real property in conjunction with the City of Muncie, Indiana, which said property is identified in EXHIBIT A, attached hereto (hereinafter, the "Property"); and

*WHEREAS*, the Property contains excess soil, which has been characterized as surplus personal property owned by the County; and

*WHEREAS*, the excess soil remaining on the Property is considered worthless and of no market value because the value of the excess soil is less than the estimated costs of the sale and transportation of the excess soil; and


*WHEREAS*, pursuant to Ind. Code § 5-22-22-8, the Commissioners desire to give said excess soil remaining on the Property to the Ross Community Center, a valid Indiana nonprofit corporation existing for charitable and recreational purposes.

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

1. The Delaware County Board of Commissioners hereby agree to give the excess soil remaining on the Property identified in EXHIBIT A, attached hereto, to the Ross Community Center, Inc., as said excess soil is considered worthless personal property pursuant to Ind. Code § 5-22-22-8(b) provided the City of Muncie, as co-owner of the Property, provides the same authorization.
2. Ross Community Center, Inc. shall take all precautions relating to stormwater prevention, runoff, and erosion control measures and shall install proper silt fencing as necessary and/or required pursuant to federal, state, and/or local laws or ordinances.
3. After removing the excess soil from the Property, Ross Community Center shall return the Property to finish-grade condition with proper seeding, straw, and/or other covering as necessary to return the property to finish-grade condition.
4. At no point may any soil originating from property owned by Ross Community Center, Inc. be returned to and/or placed on the Property, whether temporarily or permanently.
5. This Resolution shall be effective upon adoption.

*DULY ADOPTED* by the Board of Commissioners of Delaware County at a duly noticed public meeting held on this, the 8 day of Sept, 2020.

*DELAWARE COUNTY  
BOARD OF COMMISSIONERS*

  
Shannon Henry, President

  
Sherry Biggin, Commissioner

  
James King, Commissioner

ATTEST:

  
Steven Craycraft, Auditor  
Delaware County, Indiana



APPROVING JOINT UNDERTAKING AGREEMENT, PLEDGING INCREMENT TO THE DALEVILLE REDEVELOPMENT  
COMMISSION AND AUTHORIZING EXECUTION OF DOCUMENTS

RESOLUTION 2020-034

Mr. Brooke said this resolution is part of the process of the agreement that was approved at today's meeting.

Resolution 2020-034, Approving Joint Undertaking Pledging Increment to Daleville Redevelopment was presented.

MOTION: Commissioner King made a motion to approve Resolution 2020-034, Approving Joint Undertaking Pledging Increment to Daleville Redevelopment.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

*ORIGINAL*

RESOLUTION NO. 2020-034

DELAWARE COUNTY BOARD OF COMMISSIONERS

APPROVING JOINT UNDERTAKING AGREEMENT,  
PLEDGING INCREMENT TO THE DALEVILLE REDEVELOPMENT COMMISSION, AND  
AUTHORIZING EXECUTION OF DOCUMENTS

WHEREAS, pursuant to Resolution No. 2019-05, the Town Council of the Town of Daleville, Indiana (the "Town Council"), adopted the provisions of Ind. Code §5-23, et seq. (the "BOT Statute"), and authorized the issuance of a request for proposals to develop, design, and construct a town hall and police station (the "BOT Project");

WHEREAS, pursuant to Resolution 2019-11, and in accordance with the requirements of the BOT Statute, the Town Council awarded the development, design, and construction of the BOT Project to Daleville Police Station Partners, LLC (the "Developer"), and authorized the negotiation and execution of a build-operate-transfer agreement (the "BOT Agreement"), compliance with which will be subject to: (a) approval by the Delaware County Board of Commissioners (the "County Board") and the Delaware County Redevelopment Commission (the "County RDC") of a pledge of financial support adequate to pay all installment payments payable by the Town of Daleville, Indiana (the "Town") pursuant to the BOT Agreement (the "BOT Payments"); and (b) the actual pledge of such adequate financial support to the Daleville Redevelopment Commission (the "Daleville RDC");

WHEREAS, the Town Council submitted to the County Board and the County RDC a proposal for the joint undertaking of the BOT Project pursuant to Ind. Code §36-7-25-4 (the "Joint Undertaking Statute");

WHEREAS, each of the County Board (pursuant to Resolution 2020-003) and the County RDC (pursuant to Resolution 2020-002) determined it to be in the best interests of Delaware County, Indiana, to work jointly with the Town on economic and quality of life projects;

WHEREAS, pursuant to Resolution 2020-003, the County Board designated the County RDC as the appropriate entity to enter into discussions with the Daleville RDC for the purposes of agreeing to the terms and conditions on which the BOT Project will be undertaken jointly, which terms and conditions would be subject to the approval of the Town Council and the County Board;

WHEREAS, pursuant to Resolution 2020-002, the County RDC agreed to engage in such discussions, subject to the requirement that it would execute a joint agreement with the Daleville RDC only upon the specific determination that the BOT Project will serve or benefit the allocation areas within the "Daleville Redevelopment Area" (the "Allocation Area");

WHEREAS, having made the required determinations, the County RDC and the Daleville RDC proceeded to agree on the terms and conditions of an agreement pursuant to which the BOT Project will be undertaken jointly, as permitted pursuant to the Joint Undertaking Statute (the "Joint Undertaking Agreement");

WHEREAS, the Joint Undertaking Agreement requires: (a) the Town to enter into the BOT Agreement; (b) the County Board to pledge to the Daleville RDC the increment generated in the Allocation Area (the "County Increment"); provided that: (i) the annual amount pledged to the Daleville RDC for a given year shall be capped at the amount required to pay the BOT Payments for such year; and, (ii) the aggregate amount pledged to the Daleville RDC shall be capped at \$3,900,000.00 (collectively, the "County Increment Cap"); (c) the County RDC to confirm the pledge of the County Increment (subject to the County Increment Cap) by the County Board, and, to the extent permitted pursuant to Ind. Code §36-7-14-39, to further pledge the County Increment (subject to the County Increment Cap) to the Daleville RDC; and (d) the Daleville RDC to: (i) accept the County

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Increment, capped at the County Increment Cap (such amount, the "Pledged Revenue"); and (ii) pledge the Pledged Revenue received by it to the payment of the BOT Payments for the term of the BOT Agreement;

WHEREAS, pursuant to the Joint Undertaking Statute, the County Board has the authority to pledge the County Increment to the Daleville RDC, notwithstanding that the BOT Project will not be constructed in the Allocation Area;

WHEREAS, to provide funds for the payment of costs and expenses that will be incurred in connection with the development, design, and construction of the BOT Project, including those incurred in connection with finalizing the required documentation, the Town, the Developer, a lender selected by the Developer and acceptable to the Town, and, as applicable, the Daleville RDC, the County Board, and/or the County RDC, will enter into a participation and purchase agreement (the "Participation Agreement") pursuant to which the Developer will absolutely assign to such lender its right to receive the BOT Payments;

WHEREAS, contemporaneously herewith, the Town Council, the Daleville RDC, and the County RDC are adopting resolutions approving, and authorizing the execution of, the Joint Undertaking Agreement;

WHEREAS, contemporaneously herewith, the Town Council is adopting a resolution: (a) confirming the award of the BOT Project to the Developer; and (b) approving, and authorizing the execution of, the BOT Agreement and the Participation Agreement

WHEREAS, contemporaneously herewith, the County RDC is adopting a resolution: (a) approving, and authorizing the execution of, the Participation Agreement; (b) confirming the pledge of the Pledged Revenue by the County Board; and (c) to the extent permitted pursuant to Ind. Code §36-7-14-39, pledging the Pledged Revenue to the Daleville RDC for further pledge to the payment of BOT Payments;

WHEREAS, contemporaneously herewith, the Daleville RDC is adopting a resolution: (a) approving, and authorizing the execution of, the Participation Agreement; (b) accepting the Pledged Revenue from the County Board and as applicable, the County RDC; and (c) pledging the Pledged Revenue to the payment of the BOT Payments; and

WHEREAS, the County Board now desires to: (a) approve, and authorize the execution of, the Joint Undertaking Agreement, the Participation Agreement, and any other documents or instruments necessary to close on the transaction contemplated in the BOT Agreement (collectively, the "Transaction Documents"), as each is finalized and approved by (the "Authorized Individual"); and (b) and pledge the Pledged Revenue to the Daleville RDC in accordance with the Joint Undertaking Statute for further pledge by the Daleville RDC to the payment of the BOT Payments.

NOW, THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

**1. Document Authorization.** The County Board: (a) approves the Joint Undertaking Agreement in substantially the form currently approved by the Authorized Individual; (b) approves the remainder of the Transaction Documents in substantially the form finalized pursuant to the Joint Undertaking Agreement; (c) authorizes the Authorized Individual to agree to changes to the Transaction Documents made after the date hereof, so long as such changes are consistent with this Resolution and are deemed by the Authorized Individual to be appropriate; and (d) authorizes the execution and delivery of the finalized Transaction Documents on behalf of the County Board by the Authorized Individual.

**2. Pledged Revenues.** As permitted pursuant to the Joint Undertaking Statute, the County Board pledges the Pledged Revenue to the Daleville RDC for further pledge by the Daleville RDC to the payment of BOT Payments, which pledge shall be binding from the time this Resolution is adopted.

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3. **No Parity Obligations.** The County Board shall not: (a) authorize and issue bonds or other obligations payable from the Pledged Revenue; and/or (b) pledge the Pledged Revenue to secure payment of other obligations. The foregoing shall not have any effect on the right of the County Board to authorize and issue bonds or other obligations payable from sources other than the County Increment; provided that no such obligation shall cause the County Board to exceed its debt limitation under Article 13, Section 1, of the Indiana Constitution.

4. **Other Actions.** The Authorized Individual and the officers of the County Board hereby are authorized to take any and all actions, including executing and delivering any documents or certificates, that the Authorized Individual or any such officer deems to be necessary or reasonably appropriate to effect the resolutions set forth herein. Any such actions taken, including any documents or certificates executed and delivered, hereby are ratified, confirmed, and approved.


5. **No Conflict.** All ordinances, resolutions, and orders (or parts thereof) that conflict with the provisions of this Resolution hereby are repealed to the extent of such conflict. After the issuance of the BOT Agreement, and until all BOT Payments have been paid (or prepaid) in full, and except as expressly provided herein: (a) this Resolution shall not be repealed or amended; and (b) the County Board shall not adopt any ordinance or resolution that in any way adversely affects this Resolution.


6. **Severability.** If any section, paragraph, or provision of this Resolution is held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

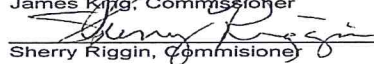
7. **Effectiveness.** This Resolution shall be in full force and effect from and after its passage.

PASSED AND ADOPTED by the Board of Commissioners of Delaware County at a regularly scheduled public meeting held on September 8, 2020, by a vote of 3 ayes and \_\_\_ nays.

DELAWARE COUNTY BOARD OF  
COMMISSIONERS

  
Shannon Henry, President

  
James King, Commissioner

  
Sherry Riggins, Commissioner

ATTEST:

By:   
Steven Craycraft  
Delaware County Auditor

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**DEPARTMENT HEADS AND ELECTED OFFICIALS-NONE**

**MONTHLY/WEEKLY REPORTS**

Weights & Measures Monthly Report

**PAYMENTS OF CLAIMS**

MOTION: Commissioner King made a motion to approve claims in the amount of \$3,025,811.02.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

**PUBLIC COMMENTS and QUESTIONS**

Mr. Cameron Grubbs asked that the Commissioners take steps in addressing COVID 19 more with the public.

The Commissioners have followed the protocol of the Governor of Indiana. A rise in cases, due to Ball State University students coming back to campus has been mentioned by the Commissioners.

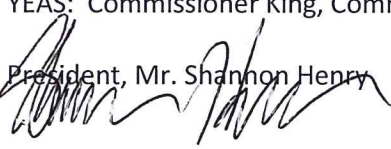
President Henry asked that everyone follow the guidelines of wearing the mask, social gatherings and social distancing.

**RECESS**

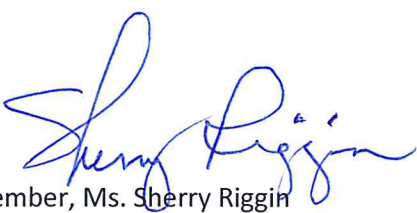
MOTION: Commissioner King made a motion to recess until September 21, 2020.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

  
President, Mr. Shannon Henry

Vice President, Mr. James King

  
Member, Ms. Sherry Riggan

  
Auditor, Mr. Steven G Craycraft