

ORIGINAL

**DELAWARE COUNTY COMMISSIONER'S MEETING**

Monday, March 15th, 2021 @ 9:03 A.M.

Commissioner's Courtroom

100 W. Main St. Room 309A

Meetings will also be live streamed via the

Delaware County, Indiana Government Facebook Page

Comments may be directed to [commissioners@co.delaware.in.us](mailto:commissioners@co.delaware.in.us)

Mr. Shannon Henry  
Mr. James King  
Ms. Sherry Riggan  
Mr. John Brooke, County Attorney  
Mr. Steven G Craycraft, Auditor

**APPOINTMENTS****CITY AND COUNTY COUNCIL FOR PEOPLE WITH DISABILITIES**

President King asked anyone interested in serving on the Board of City and County Council for People with Disabilities to send a letter to [commissioners@co.delaware.in.us](mailto:commissioners@co.delaware.in.us).

**APPROVAL OF MINUTES**

MOTION: Commissioner Riggan made a motion to approve March 1, 2021 Commissioner Minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King

**PRESENTATIONS****GAI CONSULTANTS – BR #127 PRESENTATION**

Mr. Scott Hornsby and Ms. Marsha Craney-Blevins, GAI Consultants, presented the Commissioners an award for for Bridge #127, located on 600 West, Muncie, Indiana.

**CONTRACTS OR AGREEMENTS FOR APPROVAL****EMERGENCY DECLARATION 2020-07**

Mr. John Brooke, County Attorney, presented Emergency Declaration 2020-07.

MOTION: Commissioner Henry made a motion to approve Emergency Declaration 2020-07.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

**Disaster Emergency Declaration  
2021-07**

**Delaware County, Indiana**

*ORIGINAL*

- WHEREAS, the President of the United States, on March 13, 2020, has declared a nationwide emergency concerning the spread of COVID-19 viral infections, and
- WHEREAS, the Governor of the State of Indiana, on March 16, 2020, has made an emergency declaration in response to the Coronavirus (COVID-19) disease epidemic wherein he has extended the public health emergency for a twelfth time up to and including March 31, 2021; and
- WHEREAS, the County Health Officer has determined that certain measures should be put into place to lessen the potential spread of the COVID-19 virus including the closing of some local businesses; and
- WHEREAS, pursuant to I. C. 10-14-3-29(a) the Board of Commissioners of Delaware County, IN hereby makes a local disaster emergency declaration; and
- WHEREAS, the trend in Delaware County for the past month has shown an increase in COVID-19 cases and the positivity rate for the last 7 days is 2.6% ending on March 11, 2021 for the County; and
- WHEREAS, there have been a total of 9,931 cases in Delaware County to date with an increase of 116 cases since March 1, 2021 and a total of 179 deaths since the start of the pandemic and more than an average of 11 cases per day; a positivity rate of 2.6% currently and IU Ball Memorial Hospital has a total of 11 inpatient COVID-19 patients; and
- WHEREAS, Delaware County has a positivity rate that has decreased from two weeks ago and has improved and moved into a blue category according to the State Board of Health metrics; and
- WHEREAS, the Board of Commissioners of Delaware County, Indiana have determined that in response to the emergency believes that an Emergency Declaration is appropriate for the citizens of Delaware County and that the Emergency Declaration should be extended.

**NOW THEREFORE WE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA HEREBY DECLARE THAT:**

1. A local public health disaster continues to exist in the County and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this



proclamation, to be in full force and effect in the entire County, including incorporated areas for the exercise of all necessary emergency authority for protection of the lives and property of the people of this County and the restoration of local government with a minimum of interruption. **This Emergency Order is effective immediately and shall be in place until the end of business April 5, 2021.**

2. Governor Eric Holcomb's Executive Orders 20-48; 20-49, 20-50, 20-52, 20-53, 21-05 and 21-06 are incorporated in their entirety in this Emergency Declaration.
3. All employees in any county facility shall wear a face covering their nose and mouth at all times except while working in their own workspace, provided that the workspace is spaced more than 6' from other work spaces. Additionally, employees shall not be required to wear facial coverings when working outside (if they are working in an environment that allows for social distancing), in a vehicle by themselves or working remotely. Employees of the County shall also wear facial coverings when moving about the hallways, common areas, restrooms or other areas of the County facilities when not at their work space.
4. Department heads and Elected officials shall reduce the number of employees and personnel permitted to congregate in break rooms or common areas and to ensure social distancing occurs at all times.
5. All members of the public that conduct business in any county building or facility shall maintain a social distance of at least 6 feet between individuals at all times and shall wear a face covering over the nose and mouth when inside any public building or other indoor space open to the public. This does NOT apply to private offices, private workplaces or meetings where

social distancing can be achieved and maintained between people not in the same household. Member of the public are required to wear a face covering which may consist of a face mask or shield or other covering which covers the person's mouth and nose during their business in the County Building unless the member of public prohibits a face covering because of an underlying health condition prohibits wearing a face covering.

6. In instances where an individual must visit a retail business, the business shall follow the proper social distancing requirements in Executive Order 20-48, 21-06 and the guidelines from the Center for Disease Control (CDC).
7. Those residents that meet the below stated criteria are not required to wear a facial covering:
  - a. Under 2 years of age;
  - b. Over age 2 years and under age 8 years;
  - c. Any person with a medical condition, mental health condition or disability which prevents face coverings.
  - d. Any other exemption set forth in Executive Order 20-48, section 3(f)(i-xv).
8. Those members of the public that are at least 65 and older and those with known high-risk health conditions should adhere to social distancing requirements and be cautious at work and in their communities and should wear facial coverings.
9. Citizens that have symptoms, may have been exposed, been in close contact (as defined by the CDC), have high-risk health conditions as well as others that desire peace of mind are encouraged to be tested for COVID-19 at the local facilities.




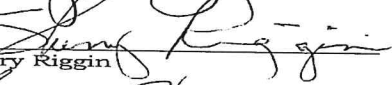
10. Pursuant to Executive Order 21-06; Delaware County currently is placed in the "Blue" zone because community spread is occurring and the County has a point score of .5 according to the Indiana Department of Health.
11. Delaware County has the ability to increase the threat level to a "Red" zone where the community spread is high and the County could achieve a point score of 3.0 or higher by the Indiana Department of Health.
12. As a result of the County having just achieved the week of February 24, 2021 the "Blue Zone" level from the State Health Department for two consecutive weeks starting March 8, 2021 all social gatherings and events of greater than 250 people are prohibited from occurring and 100% of facility's capacity.
13. In the event that the County achieves a "Red Zone" level from the State Health Department, then social gatherings and events of greater than 25 people are prohibited from occurring.
14. All businesses are required to place clearly visible signage at their public and employee entrances notifying that face coverages are required for all individuals entering the business. Businesses also shall continue to maintain their COVID safety plan.
15. Businesses should only admit those customers, clients, vendors and visitors that wear a face covering.
16. Religious services shall be governed by Executive Order 2020-48, section 7(a).
17. This Emergency Declaration shall supersede and replace all prior Emergency Declarations made the by Board of Commissioners prior to this Emergency Order.


18. The Commissioners determine that all government operations are essential and the government operations from March 23, 2020 to the present and all essential governmental functions are operating and available to the public through remote or electronic access, as needed.
19. Violations of this order will be turned over to ISDH, Indiana Department of Homeland Security, Indiana Alcohol & Tobacco Commission or the local board of health as the facts may impose the sanctions set forth in Executive Order 20-48(10) (b).
20. This Emergency Order shall remain valid until the end of business on April 5, 2021 unless superseded.


In witness, whereof, we have hereunto set our hand this 15<sup>th</sup> day of March, 2021.

**Delaware County Board of Commissioners**

  
James King

  
Sherry Riggins

  
Shannon Henry

Attest:   
Steven G. Craycraft, County Auditor



#### UNIFORM EASEMENT ACQUISITION

Mr. Brooke presented easements that are requested by AEP and Indiana Michigan Power for work that is being done in Delaware County and on Delaware County property.

MOTION: Commissioner Henry made a motion to approve the Uniform Easement Acquisition requests.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

*Easement information available in the Auditors Office*

#### ORDINANCES FOR FIRST READING

##### DELAWARE COUNTY COMMISSIONERS ORDINANCE FOR GENIUS GRANT FOR DELAWARE COUNTY CIRCUIT COURT EVICTION MEDIATION PROGRAM

##### ORDINANCE NO. 2021 – 005

Ms. Emily Anderson, Court Administrator, said a \$25,000 State grant was received for Court Eviction Mediation Program.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2021-005, Genius Grant for Delaware County Circuit Court Eviction Mediation Program.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to suspend the rules on Ordinance 2021-005, Genius Grant for Delaware County Circuit Court Eviction Mediation Program.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to approve Ordinance 2021-005, Genius Grant for Delaware County Circuit Court Eviction Mediation Program.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

ORDINANCE 2021- 005

ORIGINAL

**DELAWARE COUNTY COMMISSIONERS  
ORDINANCE FOR GENIUS GRANT FOR DELAWARE COUNTY CIRCUIT COURT  
EVICTON MEDIATION PROGRAM**

WHEREAS, the Delaware County Circuit Court has established an Eviction Mediation Program; and

WHEREAS, the Delaware County Circuit Court is being awarded funds toward this program; and

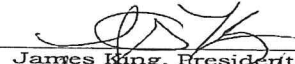
WHEREAS, the Board of Commissioners is supportive of the Delaware Circuit Court receiving these funds and needs to set up a separate fund for the deposit and use of the funds by the Delaware County Circuit Court.

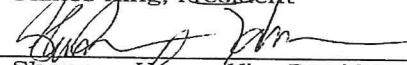
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:


1. A Separate fund shall be established by the Delaware County Auditor for the purpose of receiving any and all funds for the Eviction Mediation Program as awarded by the State of Indiana for the Genius Grant.
2. Said funds shall reimburse expenses spent and shall be used by the Delaware County Circuit Court, without appropriation, as per specified by the Genius Grant.

Passed and adopted by the Board of Commissioners on the 15<sup>th</sup> day of March, 2021.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA

  
James King, President

  
Shannon Henry, Vice President

  
Sherry Riffin, Member

ATTEST:

  
Steven Craycraft, Delaware County Auditor

DELAWARE COUNTY COMMISSIONERS' ORDINANCE FOR THE CREATION OF FUND 2509 JUVENILE PROBATION  
INFORMAL ADJUSTMENT PROGRAM USER FEE  
ORDINANCE NO. 2021 – 006

Mr. Brooke spoke on behalf of Mr. Jeff Hansard, Chief Probation Officer. Mr. Brooke said this is an informal probation fee fund for juvenile court to handle minor juvenile matters on an informal basis. The juvenile can go through the informal process and not have a record.

MOTION: Commissioner Henry made a motion to introduce Ordinance for the Creation of Fund 2509 Juvenile Probation Informal Adjustment Program User Fee.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to suspend the rules on Ordinance for the Creation of Fund 2509 Juvenile Probation Informal Adjustment Program User Fee.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to approve Ordinance for the Creation of Fund 2509 Juvenile Probation Informal Adjustment Program User Fee.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

## ORDINANCE 2021-006

**DELAWARE COUNTY COMMISSIONERS  
ORDINANCE FOR THE CREATION OF FUND 2509 JUVENILE PROBATION INFORMAL  
ADJUSTMENT PROGRAM USER FEE**

WHEREAS, the Delaware County Juvenile Probation Department collects certain fees related to a juvenile being court-ordered to a program of Informal Adjustment on behalf of the Juvenile Court; and

WHEREAS, the County Auditor is compelled to deposit said fees in the county user fee fund established by IC 33-37-8-5; and


WHEREAS, the Board of Commissioners is supportive of the creation of the county user fee fund to receive these fees and needs to set up a separate fund for the deposit and use of said funds.

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

1. A separate Juvenile Informal Adjustment Program User Fee Fund shall be established by the Delaware County Auditor for the purpose of receiving any and all fees related to a program of Juvenile Informal Adjustment payments collected by the Juvenile Probation Department on behalf of the Juvenile Court. Said fund shall be non-reverting.
2. The funds shall be used for a program created by the Delaware County Circuit Juvenile court for informal probation and adjustments administered by the Juvenile Court Probation Department. Said costs could include programs and services determined by the Delaware County Circuit Court Juvenile Court and Juvenile Probation Department to reduce, prevent or address juvenile delinquency.
3. Said fund shall be created and administered by the County Auditor.

Passed and adopted by the Board of Commissioners on the 15 day of March 2021.


**BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA**

  
James King, President

  
Sherry Riggins, Vice President

  
Shannon Henry, Member

ATTEST:

  
Steven Craycraft, Delaware County Auditor

AN ORDINANCE TO RE-ESTABLISH A CUMULATIVE BRIDGE FUND FOR DELAWARE COUNTY AND INCREASING THE TAX  
RATE FOR THE FUND PURSUANT TO IN CODE 6-1.1-41 & 8-16-3

ORDINANCE 2021-007

Mr. Brooke presented Ordinance 2021-007, to Re-Establish a Cumulative Bridge Fund for Delaware County to Increase the Tax Rate Fund Pursuant to IN Code 6-1.1-41 & 8-16-3.

A Public Hearing will take place on April 5, 2021. The ordinance would need to be adopted by April 30, 2021 for taxes to be payable in 2022.

Commissioner Riggin said at the request of Council this Ordinance was put off last year (2020).

MOTION: Commissioner Henry made a motion to introduce Ordinance 2021-007 to Re-Establish a Cumulative Bridge Fund for Delaware County, IN and Increasing the Tax Rate for the Fund Pursuant to IN Code 6-1.1-41 & 8-16-3.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**RESOLUTIONS FOR APPROVAL**

APPROVAL FOR THE 2020 CHANGES TO THE OFFICIAL ZONE MAPS

RESOLUTION 2021-006

Ms. Marta Moody, Plan Commission Director, said this completed each year with changes. There was only one zone changed in 2020. This was verified earlier this month by Plan Commission.

MOTION: Commissioner Henry made a motion to approve Resolution 2021-006, 2020 Changes to the Official Zone Maps.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

RESOLUTION NO. 2021-006  
**RESOLUTION OF APPROVAL FOR THE  
 2020 CHANGES TO THE OFFICIAL ZONE MAPS  
 FOR DELAWARE COUNTY, INDIANA**

**WHEREAS**, Official Zone Map excerpts have been presented to the Board of County Commissioners of Delaware County, Indiana, showing the location of all zoning changes acted upon by the Delaware-Muncie Metropolitan Plan Commission and adopted by the Board of County Commissioners of Delaware County, Indiana, during the year 2020, along with a listing of said changes, briefly described for identification, attached herein as Exhibit "A"; and

**WHEREAS**, in accordance with the Delaware County Comprehensive Zoning Ordinance, the Official Zone Maps for Delaware County, Indiana showing the location of all zoning changes adopted during the year 2020, were submitted to the Delaware-Muncie Metropolitan Plan Commission for its consideration; and

**WHEREAS**, the Delaware-Muncie Metropolitan Plan Commission found the Official Zone Maps to be correct in reflecting the zone changes adopted during the year 2020 and approved said maps as such on the 4th day of March, 2021; and

**WHEREAS**, the Delaware County Comprehensive Zoning Ordinance requires that the Board of County Commissioners of Delaware County, Indiana approve said maps as incorporating all zoning changes adopted during the year 2020; and

**WHEREAS**, the said Official Zone Maps for Delaware County, Indiana reflect the correct zone changes adopted during the year 2020.

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


**Section 1** That the 2020 Official Zone Map changes are hereby endorsed and incorporated as part of the Official Zone Maps for Delaware County, Indiana.

**Section 2** That this resolution shall be in full force and effect from and after its passage by the Board of County Commissioners of Delaware County, Indiana this 15 day of March, 2021.

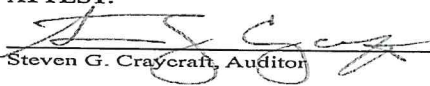
**Board of County Commissioners  
 Delaware County, Indiana**

  
 Shannon Henry, President

  
 James King, Vice President

  
 Sherry Riggins, Member

**ATTEST:**

  
 Steven G. Craycraft, Auditor

**DEPARTMENT HEADS AND ELECTED OFFICIALS**

Mr. Brooke presented the agreement with Delaware County Health Department and Ball State University. The agreement will expand sites for vaccinations at Ball State University.

MOTION: Commissioner Henry made a motion to approve the agreement between Delaware County Health and Ball State University.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**FACILITY USE AGREEMENT AND MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DELAWARE COUNTY HEALTH DEPARTMENT  
AND  
BALL STATE UNIVERSITY**

This Facility Use Agreement and Memorandum of Understanding ("Agreement") is made this 15 day of March, 2021, by and between the Delaware County for the Delaware County Health Department ("DCHD") and Ball State University ("University").

**RECITALS**

**WHEREAS**, due to the ongoing COVID-19 pandemic, Indiana's Governor Holcomb has declared a public health disaster emergency and renewed the declaration multiple times (most recently on February 25, 2021, pursuant to Executive Order 21-05); and

**WHEREAS**, as part of its role in responding to the COVID-19 pandemic, DCHD is responsible for the storage and administration of vaccines as they become available for the population of Delaware County, Indiana; and

**WHEREAS**, DCHD does not maintain facilities and personnel that allow for the efficient delivery of vaccines to the population on a large scale, particularly as the number of vaccines available continues to grow as is anticipated; and

**WHEREAS**, the University desires to support DCHD in its vaccine delivery efforts and maintains facilities and personnel that are suited to assist DCHD in this respect; and

**WHEREAS**, the parties are entering this Agreement with the intent of affording themselves the protections of Indiana Code §§ 34-30-13.5 and 34-30-32 in working to abate the public health emergency through a vaccination site on the University's campus.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Term and Termination.** This Agreement shall become effective on March 17, 2021, and terminate on October 31, 2021. It may be extended beyond the termination date upon mutual written agreement of the parties. Either party may terminate this Agreement at any time for any reason by notifying the other party in writing.
2. **Authorization.** DCHD authorizes the University to serve as a COVID-19 vaccination clinic site ("Clinic") under the direction of DCHD. It is anticipated that the Clinic will be utilized for vaccinating members of the Delaware County community, as well as University students and employees, as individuals become eligible to receive a COVID-19 vaccine in accordance with the State of Indiana's eligibility guidelines. As it relates to this Agreement, at all times the University shall act on behalf of DCHD, and DCHD maintains ultimate authority regarding the administration of vaccines at the Clinic.



3. **Facility Usage and Fees.** The University will provide, and DCHD is permitted to utilize, certain portions of the University's College of Health building and adjacent parking lots for the Clinic. The University will charge no fees for use of these facilities. As determined necessary, the University also reserves the right to make use of other University facilities for the Clinic in addition to, or in lieu of, the College of Health building and adjacent parking lots.
4. **University Responsibilities.** The University shall:
  - A. Make facilities available for the Clinic as described in Section 3.
  - B. Provide staffing for the Clinic, including personnel who will:
    - i. Register patients;
    - ii. Administer vaccines;
    - iii. Monitor patients after they have received vaccines;
    - iv. Oversee the on-site, day-to-day administration of the Clinic; and
    - v. Perform related administrative support tasks.
  - C. Ensure Clinic staff who are responsible for administering vaccines have the appropriate licensure and supervision, consistent with Indiana's Executive Order 20-51 (or any subsequent executive order that is pertinent) and related guidance.
  - D. Ensure vaccines are administered in accordance with the State of Indiana's eligibility guidelines.
  - E. Ensure it has the necessary computer equipment and technology infrastructure to allow Clinic staff to access and use the Zotec vaccine management information system as required by the Indiana State Department of Health ("ISDH").
  - F. Post the following ISDH documents in large print in areas of the Clinic visible to patients: (i) Notice of Privacy Practices; and (ii) consent for vaccination form.
  - G. Create and maintain a regular weekly schedule for the Clinic and schedule patients for the days the Clinic is open. This includes scheduling second-dose appointments for patients who receive the first dose of a 2-dose vaccination series at the Clinic.
  - H. Develop a process—including creating and maintaining a waitlist—to ensure that any vaccines leftover at the end of a day can be administered to a person who is eligible to receive a vaccine (if the surplus cannot be returned to DCHD for storage and use at a later date).
  - I. Maintain confidentiality of patients by complying with any applicable laws and using practices consistent with industry standards for healthcare clinics.
  - J. Abide by guidance and standards provided by DCHD regarding the Clinic and the administration of vaccines.

5. **DCHD Responsibilities.** DCHD shall:
  - A. Provide prompt guidance and assistance to the University's Clinic staff as determined necessary by DCHD or as requested by the University.
  - B. Provide all supplies for the Clinic, including, but not limited to: vaccines, needles, band aids, sharps containers, vaccine cards, vaccine labels, personal protective equipment (PPE), and any other necessary supplies.
  - C. Provide all necessary forms and registration paperwork for patients.
  - D. Ensure that the University's Clinic staff has necessary access to the Zotec system.
  - E. Provide training on the Zotec system to the University's Clinic staff.
  - F. Provide training and instructions on the administration of vaccines to the University's Clinic staff responsible for this task.
  - G. Deliver the appropriate number of vaccine vials to the Clinic each day that the Clinic is scheduled to be open.
  - H. Return to the Clinic at the end of each day it is open to pick up any leftover, unopened vials of vaccines that can be stored and used at a later date.
  - I. Maintain ultimate authority over the Clinic and the administration of vaccines, including having any necessary communications with the University and its Clinic staff to ensure the Clinic continually operates in the manner intended by DCHD.
6. **Publicizing the Clinic.** Any announcement regarding the Clinic should clearly indicate that it is a DCHD vaccination site, with any references to the University being for the purpose of identifying the location of the Clinic. The University may also note its supporting role to DCHD in any University communications regarding the Clinic. DCHD must obtain written consent from the University in advance if it desires to use the Ball State University name, trademarks, or logos in any way other than described in this paragraph.
7. **Insurance.** DCHD shall maintain Comprehensive General Liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for each claim and Three Million Dollars (\$3,000,000) in the annual aggregate that will remain in full force and effect throughout the term of this Agreement.
8. **Indemnification.** DCHD shall defend, indemnify and hold University, its trustees, officers, employees and agents harmless from any and all claims, causes of action, damages, liability, and expenses arising out of the Clinic and related activities, including reasonable attorney's fees, court costs and expenses, arising directly or indirectly from, or relating to DCHD's actions under this Agreement.

9. **Key Contacts/Notices.** Key Contacts for the parties are listed below. Any notice given pursuant to this Agreement shall be in writing and sent to the mailing address (with a courtesy copy to the email address) of the other party's Key Contact, unless otherwise specifically advised.

Key Contact for DCHD

Jammie Bane, Administrator  
Delaware County Health Department  
125 N. Mulberry St.  
Muncie, IN 47305  
765-587-0660  
[jbane@co.delaware.in.us](mailto:jbane@co.delaware.in.us)

Key Contact for the University

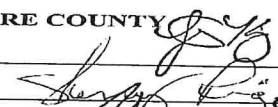
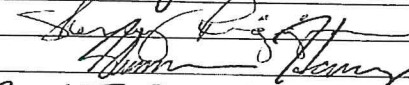
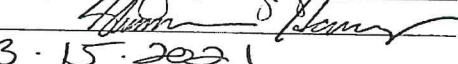
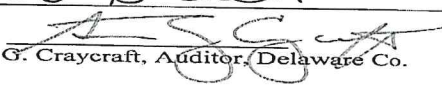
Ro-Anne Royer Engle, VP for Student Affairs  
Ball State University  
2000 W. University Ave.  
Administration Building, Room 238  
Muncie, IN 47306  
765-285-3734  
[rarover@bsu.edu](mailto:rarover@bsu.edu)

10. **Relationship of Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party.
11. **No Assignment.** Neither party shall assign or transfer its responsibilities under this Agreement to any third party.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. **Amendment.** This Agreement shall be amended only in a writing duly executed by all parties to this Agreement.
14. **Severability.** In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.
15. **Governing Law.** The terms of the Agreement shall be governed and construed under the laws of the State of Indiana.

**BALL STATE UNIVERSITY**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DELAWARE COUNTY**

Signature:   
Signature:   
Signature:   
Date: 03.15.2021  
Attest:   
Steven G. Craycraft, Auditor, Delaware Co.

*Signature on file*

BREVENI

Mr. Brooke said he has been negotiating with Brevini to finalize the bonds and agreement. The agreement would clean up the bonds and pay Delaware County back money owed. This would then make the building available for another buyer to purchase the building located in Delaware County at the Brevini location.

MOTION: Commissioner Henry made a motion to approve the agreement with Brevini to finalize the bonds/agreement.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

*Mr. Rhett will get Brevini signatures.*

### AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between Gear Systems USA, Inc. f/k/a Brevini Wind USA, Inc., an Indiana corporation (the "Company"); Delaware County, Indiana (the "County"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana and the Delaware County Redevelopment Commission (the "Commission"; the Company, the County and the Commission, collectively, the "Parties"), on the date hereinafter set forth.

WHEREAS, The Company, the County and the Commission previously entered into the Brevini Project Agreement dated October 8, 2008, which was subsequently amended and restated by the Amended and Restated Brevini Project Agreement dated March 7, 2012 (the "Project Agreement"), pursuant to which the Company agreed to develop the Project (as defined in the Project Agreement, inclusive of the Project Real Estate) and the County and the Commission agreed to provide certain economic incentives, including, but not limited to the TIF Bonds (as defined in the Project Agreement).

WHEREAS, on August 7, 2012 the County issued its Taxable Economic Development Revenue Bonds, Series 2012 (Brevini Wind USA, Inc. Project) in the original principal amount of \$2,195,000 (the "Bonds") and the County loaned the proceeds of the TIF Bonds to the Company for costs of the Project pursuant to a Loan Agreement between the Company and the County.

WHEREAS, as security for the TIF Bonds, the Company and the Commission entered into the Taxpayer Agreement dated August 7, 2012 (the "Taxpayer Agreement"), whereby the Company guaranteed, for the benefit of the holders of the TIF Bonds, the payment of the principal of and interest on the TIF Bonds (the "Guarantee Payments") in the form of property tax payments on the Company on the Project.

WHEREAS, as evidence of its Guarantee Payments owed, the Company issued a Promissory Note (the "Note") to the County in an amount equal to the principal and interest amount due on the TIF Bonds and the County's municipal advisor maintains an amortization table showing the balance of any possible Guarantee Payments owed (such balance, the "Guarantee"), a current copy of which table (and therefore, the remaining Guarantee) is attached hereto as Exhibit A.

WHEREAS, on July 30, 2012 the Commission adopted Resolution No. 2012-12 pledging certain tax increment revenues (the "TIF Pledge") to offset the amounts due on the Note to pay principal of and interest on the TIF Bonds and assuming that all tax increment derived from the Project is applied to the payment of the TIF Bonds.

WHEREAS, as of the date hereof, the Company has ceased operations at the Project and intends to sell the Project and upon such sale, desires to provide funds in escrow to the County to cover any Guarantee Payments under the Note.

WHEREAS, the purpose of this Agreement is to completely resolve any claims and outstanding obligations between the Parties relating to the Project Agreement, the TIF Bonds, the

Loan Agreement, the Taxpayer Agreement and all other documents of the Parties pertaining to the Project (the "Documents").

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the Parties hereto agree as follows:

1. Sale of Project. The Parties agree that no purchaser of the Project or any subsequent owner thereof shall have any obligation to the County or the Commission with respect to the Documents or any agreement or understanding between the County, the Commission and the Company, being however provided that such purchaser or subsequent owner shall be obliged to pay property taxes related to the Project in full and in timely fashion and, further, that nothing in this Agreement may be interpreted in a way to prevent the same purchaser or owner to be exonerated, even partially, from the obligation to pay the said taxes. Insofar as necessary, the County and the Commission hereby expressly recognize and consent, also pursuant to any applicable provision of any of the Documents, that the Company shall be entitled and free to sell the Project (and, more in general, any of its assets, including the Project Real Estate) to any third parties.

2. Payment. At the time of the closing of the sale by the Company of the Project Real Estate, the Company shall pay to the County a one-time payment (the "Payment") of One Hundred Thousand Dollars (\$100,000) in consideration for the resolution and release of all obligations of the Company to the County (including, but not limited to, the Guarantee).

3. General Mutual Release. Except as set forth in this Agreement, the Company, the County and the Commission, do hereby release and forever discharge each of the other Parties to this Agreement, including their respective administrators, assigns (including but not limited to any possible purchaser or further owner of the Project), directors, officers, trustees, shareholders, employees, agents, principals, predecessors, successors, attorneys, representatives, subsidiaries, affiliates, and insurers from any and all debts, claims, demands, damages, losses, liabilities, rights, actions, causes of action, expenses, contracts, judgments, awards, warranties, and suits of any kind whatsoever, both known and unknown, fixed and contingent, liquidated and unliquidated, as of the date hereof (collectively referred to as the "Claims"), arising directly or indirectly from the Documents or that otherwise relate to the Project, including, but not limited to, the Guarantee.

4. Binding Effect, Benefit, and Choice of Law. Subject to the terms and conditions hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement in all respects shall be interpreted, governed, and enforced by and under the laws of the State of Indiana. The Parties hereby consent to personal jurisdiction in courts in Delaware County, Indiana, for purposes of any suit to enforce the provisions of this Agreement.

5. Entire Agreement. The Parties agree that this Agreement and the recitals stated in this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and any and all prior agreements, discussions, negotiations, commitments and understandings relating hereto or to the TIF Bonds, the Project or the Project Property are superseded and merged herein. The terms and provisions of this Agreement shall not be changed,

amended, waived, modified or terminated in any respect whatsoever except by written instrument executed by the Parties hereto.

6. Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute a separate original agreement and all of which, taken together, shall constitute one agreement, binding all Parties hereto, notwithstanding the fact that not all Parties have signed the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

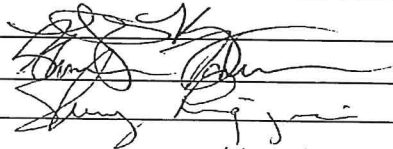
7. Severability. If any portion of this Agreement shall be deemed or declared to be unenforceable, invalid, or void, the same shall not impair any of the other portions of this Agreement.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the date first above written.

Dated: 03.15.2021

DELAWARE COUNTY, INDIANA,  
BY ITS BOARD OF COMMISSIONERS



Sworn to and subscribed before me, a Notary Public, this 15<sup>th</sup> day of March, 2021

  
Notary Public

My Commission Expires: 03.29.2025



Dated: \_\_\_\_\_

DELAWARE COUNTY REDEVELOPMENT  
COMMISSION,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



Ms. Anderson thanked IT, Sheriff Department and Maintenance departments for their help with the transition of moving into the new Justice Center.

The Commissioners agreed and thanked IT, Sheriff Department and Maintenance for all that was done with the move.

Ms. Moody said the Plan Commission will be updating the Comprehensive Land Plan. A survey is available for the public at <https://www.togetherdm.org/>

Commissioner Henry asked Mr. Paul Singleton, 911 Director, about the telephone system and reimbursement.

Mr. Paul Singleton, 911 Director, said in late 2019, the Federal government, through the State of Indiana, had monies designated to 911 facilities. State of Indiana along with Delaware County Commissioners asked that Mr. Singleton pursue the grant of \$1,395,000, Delaware County was awarded \$1,050,000. The agreement is that Delaware County would pay upfront and then be reimbursed 60%. This is a 10-year agreement with AT & T with a system refresh as 5-years. The new 911 telephone system is on the cloud and all monitors was replaced. Mr. Singleton said if there is an outage, the cloud would transfer to another cloud to keep the system up and running. This is the latest and greatest technology. Other than the access fee (already budgeted), this is a one-time expense for the new system. Mr. Singleton was able to save \$600,000 the last few years because the county did not have capital expenditures.

Commissioner Henry confirmed that the amount owed is \$795,000.

Mr. Singleton stated he is County Council March 18, 2021 agenda with the request of an appropriation of \$600,000.

An audience member asked about the security necklace and if this rolls into Delaware County 911 Center.

Mr. Singleton said the security company probably contacts 911 in Delaware County but he does not know that for sure.  
Commissioner Meeting March 15, 2021

President King asked Mr. Brooke if the City of Muncie would pay half of the amount.

Mr. Brooke said this benefits the City of Muncie and asked that Mr. Singleton approach the city regarding this matter.

Mr. Singleton said the \$600,000 cannot be billed to the City of Muncie.

President King said he was speaking of the remaining balance of \$795,000. King asked that this be brought up at the next 911 Board meeting.

Mr. Brooke will add this item to the 911 Board agenda.

Mr. Singleton has already contacted AT&T regarding the late payment. The State has money in hand so the process is quick.

President King said the payment should take place.

Mr. Brooke received an easement acquisition from Indiana Michigan Power on an easement on Cardinal Drive, Muncie, Indiana. All documents have been received and they would pay Delaware County \$200.

MOTION: Commissioner Riggin made a motion to approve the \$200 for the easement.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

#### **PAYMENTS OF CLAIMS**

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$1,589,877.18.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

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

Ms. Phyllis Lutton lives in Wheeling and complained of the condition of 750 between 1050 and 1100 in Washington Township.

Mr. Tommy Humbert, Interim Superintendent, agreed the road does need repairs. The road is on the paving list of 2021.

Ms. Angie Moyer, Project Manager, said the State does not establish a detour on local roads. There are times that the due to the detour the State will reimburse monies to the county. Mr. Humbert and Mr. Troy Landers will be meeting with the State.

#### **RECESS**


MOTION: Commissioner Riggin made a motion to recess until April 5, 2021.

SECOND: Commissioner Henry

Commissioner Meeting March 15, 2021

YEAS: Commissioner Henry, Commissioner Riggini, President King

  
PRESIDENT JAMES KING

  
VICE PRESIDENT SHERRY RIGGIN

  
MEMBER MR. SHANNON HENRY

  
AUDITOR MR. STEVEN CRAYCRAFT