

TUESDAY, JANUARY 21, 2020 @ 8:45 a.m.  
SPECIAL BOARD OF FINANCE MEETING  
COMMISSIONER'S COURTROOM

Mr. Ed Carroll, Delaware County Treasurer, presented the Board of Finance of Delaware County.

MOTION: Commissioner Riggin made a motion to approve the Treasurers financial report.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

*Board of Finance of Delaware County report is available in the Auditor's office*

ORIGINAL

January 15, 2020

ORIGINAL

**NOTICE OF DELAWARE COUNTY FINANCE COMMITTEE MEETING**

The Delaware County Finance Committee will meet:

Tuesday, January 21, 2020


At 8:45 a.m.

In the Commissioner's Courtroom

At the Delaware County Courthouse

100 W. Main Street, Muncie, IN 47305

Room 309A

  
Shannon Henry, President  
Delaware County Finance Committee

TUESDAY, JANUARY 21, 2020 @ 9:04 a.m.  
 COMMISSIONER'S COURTROOM  
 COMMISSIONER MEETING  
 100 W. MAIN STREET  
 MUNCIE, IN 47305  
 PLEDGE TO FLAG

Mr. Shannon Henry  
 Mr. James King  
 Ms. Sherry Riggin  
 Mr. Joe Rhett, County Attorney  
 Mr. Steven Craycraft, Auditor

**APPOINTMENT(S)**

CREED / COMMUNITY REVITALIZATION ECONOMIC ENHANCEMENT DISTRICT

MOTION: Commissioner King made a motion to appoint Mr. Ted Baker to CREED/Community Revitalization Economic Enhancement District. The appointment ends Dec 31, 2020.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

MOTION: Commissioner Riggin made a motion to appoint Mr. Tom Rector, Ms. Tambrea Reeder and Mr. Bob Brown to the Fair Board. The 3-year term ends December 31, 2022.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

**APPROVAL OF MINUTES**

DECEMBER 30TH, 2019 SPECIAL MEETING

JANUARY 6<sup>TH</sup>, 2020 MEETING

MOTION: Commissioner Riggin made a motion to approve December 30, 2019, Special meeting and January 6, 2020 Commissioner Minutes.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

**CONTRACTS OR AGREEMENTS FOR APPROVAL**

Mr. Tony Skinner, Delaware County Sheriff, presented the Inmate Mental Health Services agreement for Delaware County Jail inmates.

MOTION: Commissioner Riggin made a motion to approve the Inmate Mental Health Services agreement.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

*Inmate agreement available through the Auditor's office*

#### OPEN RAIL SPUR LOADING AREA BIDS

Mr. Brad Bookout, Director of Economic Development & Redevelopment, turned the floor over to Mr. Joe Rhett, County Attorney.

Mr. Rhett opened bids. Two bids were received, one from VTF Excavation LLC for \$459,476.66 and United Construction Services \$359,250.

Mr. Bookout said Mr. Charlie Starling- CHA Engineering will review the bids. Mr. Bookout recommended to take the bids under advisement and with the Commissioners approval, the bids can be forwarded to the Redevelopment Commission for their consideration to fund the project.

MOTION: Commissioner King made a motion to take the bids under advisement.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

#### NOTICE TO BIDDERS / WHEELING AVENUE INTERSECTION IMPROVEMENTS

Ms. Angie Moyer, Project Manager, presented information regarding bids.

Mr. Rhett opened bids. Three bids were received, Morphey Construction for \$585,000, 3-D Company for \$457,000 and E & B Paving for \$504,082.75.

MOTION: Commissioner Riggin made a motion to take bids under advisement.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

#### EATON-WHEELING AVENUE SR 28 & CR 950 NORTH

Ms. Moyer said that Mr. Robert Jessee, Highway Superintendent, recommended alternate #1 Brooks Construction.

MOTION: Commissioner King made a motion to approve Eaton-Wheeling Avenue SR 28 & CR 950 North to Brooks Construction.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

Ms. Moyer said July 1, 2020 is the deadline.

1551, 792.20 ORIGINAL

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement is made this 21 day of January, 2020, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Brooks Construction Company Inc. ("Contractor"), for the project known as 2020-01 Road Paving Project (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner;



## BLUE & COMPANY

Mr. Mike Ashley, EMS, presented Blue & Company agreement. The agreement is for Blue to prepare cost reports for EMS. Annual fee is \$4,000.

MOTION: Commissioner King made a motion to approve the presented agreement with Blue & Company.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

blue

Blue & Company, LLC is a Delaware limited liability company, 2012 Delaware, IL, 60671  
Phone: 312.792.4400, Fax: 312.792.4401, Email: info@blueandcompany.com

January 7, 2020

Mr. Jason Rogers  
Delaware County Muncie EMS  
401 E. Jackson St.  
Muncie, IN 47305

ORIGINAL

Dear Jason:

The purpose of this letter is to confirm the cost report services we will perform, and the scope of our engagement. This engagement is by and between Blue & Co., LLC (Blue) and the Delaware County Muncie EMS. Our engagement will include the preparation of the following cost report from the information you supply us:

- Indiana Medicaid Freestanding Governmental Ambulance Provider Cost Report for the year ending December 31, 2019.

Blue is responsible for preparing the cost reports listed above in compliance with cost allocation principles found in OMB Circular A-87 and CMS Pub.15-1 and based on the instructions outlined in the Indiana Health Coverage Program June 4, 2013 Medicaid bulletin BT201316. The purpose is to determine the Medicaid program ambulance costs for potential additional Medicaid reimbursement. We will not audit or otherwise verify the data you submit, although we may ask for some clarification. We will provide the Delaware County Muncie EMS a planning guide to assist in compiling the necessary data required for completion of the above report. This engagement is limited solely to cost report preparation.

This engagement will begin with our request for 2019 information and will end upon our delivery of the cost report to you. We will also work with the State's contractor and answer any questions related to the above cost report year.

The Office of Medicaid Policy and Planning requires that you have adequate documentation to support the cost report filed. All statements, records, schedules, working papers, or memoranda prepared by us during our engagement shall remain the exclusive property of our accounting firm.

Commissioners January 21, 2020

Delaware County Muncie EMS  
January 7, 2020  
Page 3

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the letter to us.

We are pleased to have you as a client and look forward to a long and mutually satisfying relationship. Should you have any questions please contact Tina Severs at 317.713.7946.

Sincerely,

*Blue & Co., LLC*

*J. D. [Signature]* 1/21/2020  
*[Signature]* 01/21/2020  
*[Signature]* 01/21/2020

ACCEPTED BY:

DELAWARE COUNTY MUNCIE EMS

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

*1/21/2020*

Delaware County Muncie EMS  
January 7, 2020  
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CPAs, like all providers of personal financial services, are now required by law to inform their clients of their policies regarding privacy of client information. CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

In the interest of facilitating our services to the Delaware County Muncie EMS, we may communicate by facsimile transmission or send electronic mail over the internet. Such communications may include information that is confidential to the Delaware County Muncie EMS. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and you consent to our use of these electronic devices.

Our fees will be \$4,000 for the cost report for 2019.

You will be invoiced upon completion of the cost report. Our invoices are due and payable within 30 days. Interest will be charged at a rate of 1.5% per month on balances in excess of 30 days. Our engagement is contingent upon your obligation to furnish us with timely information necessary to complete the report prior to the filing due date which is **June 1, 2020**. In the event our work is suspended or terminated as a result of non-payment, you agree that we will not be responsible for your failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

Our engagement does not include any services or advice with respect to the design, operations or maintenance of your computerized systems or the processing and storage of your data. It is mutually agreed that our accounting firm is not responsible for any claims or damages related to your computerized systems.

Management is responsible for the substantive outcome of our work and therefore has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of our services. This includes establishing and monitoring the performance of our services to insure it meets management's objectives and evaluating the adequacy of the services performed and any findings or results. You are responsible for making any decisions that involve management functions relating to our services and accept full responsibility for those decisions. It is our understanding that you are the designated level official responsible and accountable for overseeing our services.

## IBM BUSINESS ASSOCIATE ADDENDUM / BLUE DIAMOND

Mr. Jim Flook, IT Director, presented IBM Business Associate addendum with Blue Diamond. This amendment is stating that Delaware County is approving IBM to remote into Delaware County to do diagnostics. By doing diagnostics, HIPPA information may be part of the diagnostics. This addendum is clearing IBM to have access to the information.

MOTION: Commissioner King made a motion to approve IBM Business addendum with Blue Diamond.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

*Mr. Flook has emailed IBM for signature of agreement, however, at this time a signature has not been provided.*

## NOTTINGHAM PLAT

Ms. Kathy Vannice, Ashton Land Surveyors, presented the plat for Nottingham right of way.

MOTION: Commissioner Riggin made a motion to approve Nottingham Plat right of way.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry



Ashton Land  
2P

COPY

2020R00990  
MELANIE MARSHALL  
DELAWARE COUNTY RECORDER  
RECORDED ON  
01/22/2020 11:10 AM  
REC FEE 25.00  
PAGES: 2

File No.: 20200121 Mother# New#  
Parcel Number: 18-06-24-100-002-000-008 18-06-24-100-010-600-008 (ERP)  
18-06-24-100-011-600-008

# WARRANTY DEED

This Indenture Witnesseth, That Richard L. Nottingham and Anita L. Nottingham, as husband and wife (Grantor) Convey(s) and Warrant(s) to the Board of Commissioners of Delaware County, Indiana (Grantee) for no consideration, the following described real estate in Delaware County, in the State of Indiana: SEE EXHIBIT "A" ATTACHED HERETO

The parties hereto acknowledge that the preparer has not conducted a title search in connection with this transaction and makes no guarantee as to the status or condition of the real estate title.

Subject To any and all easements, assessments, agreements, and restrictions of record.

In Witness Whereof, Grantor has executed this deed this 21 day of January, 2020.

Richard L. Nottingham  
Richard L. Nottingham

Anita L. Nottingham  
Anita L. Nottingham

## State of Indiana, County of Delaware SS: ACKNOWLEDGMENT

Before me, a Notary Public in and for the said County and State, personally appeared Richard L. Nottingham and Anita L. Nottingham, as husband and wife who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21 day of January, 2020.



Amy Michelle Burford  
Residing in Delaware County

On this day of January, 2020, I hereby accept delivery of this deed.

[Signature]  
Commissioner of Delaware County, Indiana

[Signature]  
Commissioner of Delaware County, Indiana

[Signature]  
Commissioner of Delaware County, Indiana

Send tax bills to and Grantee's street or rural route address is: 100 W. Main St., Muncie, IN 47305

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. James W. Trulock, Attorney-at-Law

This instrument prepared by: James W. Trulock, Attorney-at-Law

Duly Entered for Taxation  
Transfer Fees \$ 3000  
JAN 22 2020 ERP

[Signature]  
Delaware County Auditor



I affirm, under the penalties for perjury, that I have  
learned respective cars to reflect such Social Security  
number in this document, unless required by law.

## BONTERRA SUBDIVISION

Ms. Vannice presented the Bonterra Subdivision.

MOTION: Commissioner King made a motion to approve Bonterra Subdivision.

SECOND: Commissioner Riggins

Ms. Marta Moody, Director of Plan Commission, said this have been in front of the Plat Committee and Ms. Vannice has made many recommended changes/revisions. Once there is final review from the Plat Committee, some changes could take place on the signature page at a later date.

YEAS: Commissioner King, Commissioner Riggins, President Henry

## BONTERRA PLACE SEC. B.

AN ADDITION TO DELAWARE COUNTY, IN.  
PART OF THE FRACTIONAL WEST HALF OF THE SOUTHWEST QUARTER  
OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 10 EAST

I, Haldon L. Ashton, hereby certify that I am a Registered Land Surveyor in compliance with the Laws of the State of Indiana and that this plat correctly represents Bonterra Place Section B, a Subdivision located in a part of the fractional West half of Southwest Quarter of Section 19, Township 21 North, Range 10 East in Hamilton Township, Delaware County, Indiana, described as follows: Commencing at a MAG nail marking the Southwest corner of the Southwest Quarter of Section 19, Township 21 North, Range 10 East; thence South 89 degrees 52 minutes 09 seconds East 235.29 feet (assumed bearing) along the South line of said quarter section; thence North 01 degrees 03 minutes 23 seconds West 230.04 feet parallel with the West line of said quarter section; thence South 89 degrees 52 minutes 09 seconds East 200.00 feet to the point of beginning; thence North 01 degrees 04 minutes 49 seconds West 171.10 feet; thence North 01 degrees 03 minutes 25 seconds West 131.07 feet to the point of beginning of a curve, said point being South 88 degrees 56 minutes 35 seconds West 725.00 feet from the radius point of said curve; thence Northerly 45.17 feet along said curve to the point of reverse curve, said point being North 79 degrees 33 minutes 19 seconds West 225.00 feet and South 79 degrees 33 minutes 19 seconds East 200.00 feet from the respective radius points; thence Northerly 53.16 feet along said curve to a point that is North 85 degrees 02 minutes 33 seconds East 200.00 feet from said radius point; thence North 61 degrees 24 minutes 35 seconds East 738.78 feet to a point on the East line of the fractional West half of the Southwest Quarter; thence South 00 degrees 14 minutes 56 seconds East 755.64 feet along said East line to a point that is 230.00 feet North of the Southeast corner of said half-quarter section; thence North 89 degrees 52 minutes 09 seconds West 652.59 feet to the point of beginning, containing 8.67 acres, more or less. Subject to existing underground gas pipeline easement.

*Haldon L. Ashton*  
Registered Land Surveyor LS80040149  
Haldon L. Ashton

RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR CONDOMINIUMS IN BONTERRA PLACE SECTION B SUBDIVISION  
A SUBDIVISION IN HAMILTON TOWNSHIP,  
DELAWARE COUNTY, INDIANA

### SECTION ONE LOT USAGE

A. Residential Use: Each and every lot in Bonterra Place Section B shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one condominium dwelling and other structures as described in Section 6 subsection 14. No lot shall be used for the sole purpose of going access to land outside Bonterra Place Section B.

### SECTION TWO ARCHITECTURAL CONTROL COMMITTEE

A. Creation of Committee: There shall be created an Architectural Control Committee (hereinafter the "Committee"), which shall be responsible for reviewing all proposed new construction, additions, or modifications. Such Committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration. The primary purpose of such Committee shall be to assist property owners in achieving compliance with such building restrictions. The Committee shall allow the greatest possible latitude and flexibility in the design of homes to be built on the lots in the subdivision while protecting the uniformity and attractiveness of the subdivision.

B. Composition of Committee: The Committee shall initially be composed of Andrew Parkinson. The Committee may designate a representative to act on its behalf. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this clause. At any time the record owners of a majority of the lots in Bonterra Place Section B shall have the power, through a duly recorded written instrument, to change the membership of the Committee.

C. Submissions to Committee: Any property owner seeking to construct a new home or other apartment structure, or to add to or modify any portion of the exterior of an existing home, shall submit the plans to the Committee for review. No construction, change, modification, or alteration for which plans are submitted shall commence until the plans and specifications have been approved by the Committee. The Committee's approval or disapproval shall be given in writing within thirty (30) working days of submission. In the event the Committee fails to approve or disapprove such plans and specifications within the allotted time period, approval will not be required and full compliance with this section will be deemed to have occurred.

D. Limitation of Committee Liability: In spite of the foregoing provisions, the Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the Committee shall have any liability, responsibility, or obligations, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such Committee. Such Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Committee and each of its members on account of property of buildings to be constructed on his or her property.

E. The intent of the Architectural Guidelines for Bonterra Place Section B is to insure a neat appearing homogeneous residential development. The guidelines are not meant to place hardship on any lot owner. However, we feel these guidelines are essential to protect property values and to maintain the integrity of the neighborhood. All single family home lot and home owners are obligated to join wholly to and is bound to abide by all rules, regulations, and assessments deemed reasonable by the Homeowners Organization for maintenance of common areas including the maintenance of the retention ponds, the walkway, and mowing of the grass within the FRU.

F. Exterior Styles: Most architectural styles will be acceptable to the committee. In keeping with a harmonious appearance for Bonterra Place Section B, log houses, geodesic dome houses, barn houses, earth, underground, or earth bermed homes will not be acceptable. These examples are not meant to be all-inclusive; other unique radical styles may not be allowed.

### SECTION THREE ARCHITECTURAL GUIDELINES

A. Building Restrictions: Without limiting the factors to be considered by the Committee, the following restrictions shall apply:

1. Any dwellings shall have the following minimum square footage requirements of living are excluding the garage and basement area:

(A) one (1) story dwellings shall have minimum of 1200 square feet; (B) two (2) story dwellings shall have a minimum of 1800 square feet with no less than 1000 square feet on the ground floor.

2. Building Materials: All dwelling units and other permitted structures shall be constructed in a substantial and good workmanlike manner and new materials.

3. Exterior materials:

Walls -- Brick, stone varieties native to this area, Dry-Vit (stucco), wood (cedar, redwood, cypress, poplar), vinyl or aluminum siding. No plywood siding are allowed. Unless otherwise accepted by the Architectural Control Committee the front elevation of all homes shall have a majority of a brick or stone material.

Colors -- Bright or pastel colors such as yellow, blues, greens, or reds as well as black will be acceptable for trim and other limited uses on a residence. Colors should be earth tones, whites, off whites, or other colors that promote a homogeneous appearance.

Roof -- Generally no roof pitch of under 8 will be allowed; (excepting crickets, dormer and other roof features comprising under thirty percent (30%) of the total roof surface area.) Roof materials shall be fiberglass, asphalt shingles, slate or wood shingles. Colors limited to grays, brown, black, and other earth tones.

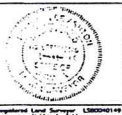
4. Driveways: All driveways from the street to the garage shall be poured concrete, masonry, asphalt, or brick pavers and not less than twelve (12) feet in width. Any culvert pipe under driveways shall be copped at both ends with tapered metal end sections.

5. Fencing: Only privacy fencing of not more than six (6) feet in height shall be permitted. This fence must be of either a masonry material consistent with the main dwelling or of wood or vinyl that is approved by the Committee. No fences will be allowed in the front of any dwelling.

6. Basements: Basements shall be permitted on any lot in Bonterra Place Section B.

7. Pools: No above ground pool that requires a filtration system or other above ground pool that is more than six (6) feet in diameter and eighteen (18) inches deep shall be placed or maintained on any lot. No in-ground pool will be permitted in front of a dwelling unit, and all in-ground pools must be entirely within the side building lines. All pools must be enclosed by a fence or the approved styles. All pool equipment must be enclosed in a pump/pool house of an architectural style and materials identical to the residence.

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# BONTERRA PLACE SEC. B.

AN ADDITION TO DELAWARE COUNTY, IN.  
PART OF THE FRACTIONAL WEST HALF OF THE SOUTHWEST QUARTER  
OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 10 EAST

B. Sewage Systems: No individual sewage disposal system shall be installed, maintained, or used on any lots in Bonterra Place Section B.

B. Time for Building Completion and Restoration: Every dwelling unit on any lot in Bonterra Place Section B shall be completed within eight (8) months after the beginning of construction. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than eight (8) months from the time of such destruction or damage.

C. Exterior Maintenance: All dwelling units shall at all times be kept in good condition and repair and adequately painted or otherwise maintained in accordance with the specifications of the Committee. With regard to each dwelling unit within Bonterra Place Section B the owner of each home shall have the obligation to maintain the exterior of the home so as to preserve the uniformity of the dwelling unit. Changes to the exterior of any structure in Bonterra Place Section B shall be made only upon the written approval of the Committee.

D. Individual Water Systems: Individual water supply systems shall be installed, maintained, and used on the lots in Bonterra Place Section B. Systems must be 10 feet from the main structure and must be 50 feet from the public sewer tap.

## SECTION FOUR HOMEOWNERS' ASSOCIATIONS

Sub-section 1. Membership: For the purpose of maintaining storm water retention ponds and general plantings within the subdivision, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in Bonterra Place Section B, agrees to and shall be a member of and be subject to the obligations and duly enacted bylaws and rules of Bonterra Place Homeowners' Association, Inc., a nonprofit corporation.

Sub-section 2. Election of Board of Directors: Until the Developer shall have sold Seventy-five percent (75%) of the total of all platted lots in all Sections of Bonterra Place Section B, or two (2) years after the platting of the final Section of the Subdivision, which ever shall be the first to occur, the Developer shall have the right and power to elect two (2) directors to the board of directors of Bonterra Place Homeowners' Association, Inc. Thereafter directors shall be elected from time to time as provided in the bylaws of the Corporation.

## SECTION FIVE ASSESSMENT FOR MAINTENANCE OF COMMON AREA AND OTHER PUBLIC SERVICES

Sub-section 1. Annual Assessment: The lot owner for himself, his heirs, executors and assigns covenants and agrees to pay annually his pro rata share of the cost to maintain the storm water retention ponds and general plantings within the subdivision and the cost of providing other reasonable and necessary public services. The lot owners' assessment in this regard shall be paid promptly when same becomes due.

Sub-section 2. Nonpayment Remedies: In the event of the lot owners failure to pay the annual assessment promptly when due, the amount of the assessment shall be a lien against the lot. The annual assessment shall accrue to the benefit of and may be enforced jointly and severally by Bonterra Place Homeowners' Association, Inc., or the Architectural Control Committee for Bonterra Place Section B. These entities shall have the right to proceed at law or in equity after 3 non-payments.

Sub-section 3. Termination of Assessments: At such time as any public body undertakes to provide any of the services described above, then the assessments for such services shall terminate and with the respect to such services this covenant shall cease and terminate.

## SECTION SIX GENERAL PROVISIONS

Sub-section 1. Residential Purposes and Required Approval: No building shall be erected, altered, placed or permitted to remain on any lot without the prior written approval of the Architectural Control Committee. Only single family unit dwellings shall be permitted. Detached dwellings not to exceed two (2) stories in height shall be constructed in the subdivision. Each dwelling unit shall include a minimum a two-car garage. A detached single family dwelling could include a room or suite of rooms within a single family-appearing dwelling for occupancy by relatives of the owner. Occupancy of said unit is limited to relatives of the owner and/or domestic help. Each dwelling shall be constructed 15' above curb and the side lot lines shall be undisturbed and/or configured so as to be maintained as drainage swale/runoff areas.

Sub-section 2. Maintenance of Lots and Dwelling Units: No lot and no dwelling unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All undeveloped lots shall be mowed a minimum of four times during the growing season. All dwelling units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the committee.

Sub-section 3. Dwelling Unit Exterior: All windows, porches, balconies and exteriors of all dwelling units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

Sub-section 4. Landscaping: All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the dwelling unit, which ever occurs first.

Sub-section 5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a lot other than the lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a lot by the occupants thereof, and no horns, whistles or bells shall be located used or placed on the premises, except security devices used exclusively for security purposes that are activated only in emergency situations or for testing thereof.

Sub-section 6. Storage and Temporary Structure Storage: No structure of a temporary character, trailer, boat trailer, truck (other than pickup truck), commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, tent, shack, garage, barn or other outbuilding shall be either used or located on any lot, or adjacent to any lot, public street or right-of-way within Bonterra Place Section B at any time, or used as a residence either temporarily or permanently, except as set forth in Section 6 Sub-section 14.

Sub-section 7. Signs: Once a home dwelling unit is occupied, no sign of any kind shall be displayed to the public view on any lot except on sign of not more than six (6) square feet advertising such lot for sale. Runnage or other sale signs may be placed on any lot for no more than seven (7) days in a calendar year.

Sub-section 8. Radio and Television Antennas: No radio or television antenna shall be attached to any dwelling unit. No freestanding radio or television antenna shall be permitted on any lot. No television receiving dish or dish shall be permitted on any lot or on any dwelling unit that exceeds 24" in diameter.

Sub-section 9. Drilling, Refining, Quarrying, and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Sub-section 10. Animals: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Animals shall be confined to the owners' property at all times or on a leash and completely under the control of the owner.

Sub-section 11. Sanitary Sewer Restrictions: No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm water and surface water runoff sewer system.

Sub-section 12. Tennis Courts: Tennis courts shall be permitted only with the prior written approval of the Committee.

Sub-section 13. Service Screening, Storage Areas: Garbage and refuse shall be placed in containers, which shall be concealed and contained within the dwelling unit, or shall be concealed by means of a screening wall of material similar to and compatible with that of the dwelling unit or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the dwelling unit plan, shall be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. No materials, supplies or equipment shall be stored on a lot except inside a closed dwelling unit, or behind a visual barrier screening such area so that they are not visible from neighboring streets or lots.

Sub-section 14. Other specifications: Accessory buildings such as a private garage for not more than four (4) cars may be allowed and other out-buildings that may be constructed shall be compatible in architectural design and material with the dwelling on the lot.

Page 3 of 4





# BONTERRA PLACE SEC. B.

AN ADDITION TO DELAWARE COUNTY, IN.  
PART OF THE FRACTIONAL WEST HALF OF THE SOUTHWEST QUARTER  
OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 10 EAST

Sub-section 15. Approval. No building shall be erected, placed, or altered on any building lot in said addition until the building plans, specifications and plot plan showing the location of such building have been approved in writing by the Committee as to the conformity and harmony of external design with the existing structures in Bonterra Place Section B and as to the location of the building with respect to topography and finish ground elevations.

Sub-section 16. Lot Setback Requirements. The following are the minimum setback requirements for Bonterra Place Section B. Front setback shall be twenty-five (25) feet from the front property line. Rear setback shall be thirty-five (35) feet and a side yard setback shall be ten (10) feet Lots 12, 13, and 14.

Sub-section 17. PUD Setback BZA 11-04 Requirements. The side setbacks on PUD Lots 22 thru 31 are five (5) feet. Front and rear setbacks are the same as Lots 12, 13, and 14.

Sub-section 18. PUD Setback BZA 27-16 Requirements. The side setbacks on PUD Lots 15A and 15B are ten (10) feet exterior, and five (5) feet interior. Front and Rear setbacks are the same as Lots 12, 13, and 14.

Sub-section 19. Sidewalks. Lot owners must install 4' wide sidewalks based on the requirements of the County Engineer and County Commissioners as a part of the home construction with maintenance being the responsibility of the homeowners.

Sub-section 20. Easements and Rights of Way:

A. Easements and right-of-way of their respective widths and their respective locations as designated on the plot are hereby expressly reserved in, under, over and across the lots, streets, highways and road in said subdivision. Said easements and right-of-way shall be used for the location, construction, operation, maintenance and repair of storm sewers and/or sanitary sewers, drains and pipes, pipelines, poles, wiring conduits and other such attachments and requirements that may be necessary for the transmission of gas, water, electricity, telephone and other utilities either above or below the surface of the grade, which said easements and rights-of-way are reserved for and may be used by the undersigned and by any municipal, public, or quasi-public corporations engaged in providing, furnishing or supplying any one or more of the public utilities. There shall be no disturbance, alteration or obstruction, including structures or woody vegetation of any drainage easement or facility unless approved by Drainage Board.

B. Installation and Maintenance of Sewage and Utilities: Easements for installation and Maintenance of utilities and drainage facilities are shown on the recorded subdivision plot map. Within these easements, no structure, piling or other material shall be placed or permitted to remain that may damage or interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements on such lot shall be continuously maintained by the owner or owners of such lot, except for improvements for maintenance of which a public authority or utility company is responsible. Such easements shall be open and accessible to public and quasi-public utility companies, their employees and their contractors, all of whom shall have the right and privilege or doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

Sub-section 21. Headings. The headings in this document are included solely for convenience and are not to be used in construing or interpreting the provisions herein.

Sub-section 22. Subdivision of Lots. No lot or combination of lots may be further subdivided without the approval of the developers of Bonterra Place Section B. No lot, not owned by Andrew Parkison, shall be used for access to any area outside Bonterra Place Section B nor shall it be used to extend utilities outside the subdivision without the expressed written permission of the Architectural Control Committee.

Sub-section 23. Enforceability. For a violation or a breach of any of the restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by these restrictions and covenants, the developer, the Committee, and any lot owner, or any of the severally, shall have the right to proceed, at law or in equity, to complete a compliance with the terms hereof or to prevent the violation or breach of any of them.

Sub-section 24. Partial Invalidity. Invalidity of any one of these provisions, covenants, or restrictions by judgment or court order shall in no way affect any other provisions, covenants, or restrictions, which shall remain in full force and effect.

Sub-section 25. Waiver of Provisions. The owners of at least a two thirds majority of the total number of lots in said Bonterra Place Section B at any one time may agree to grant a variance from these Restrictions and Protective Covenants by written agreement signed by the Architectural Control Committee and the owners of a two thirds majority of the total number of lots in said Bonterra Place Section B. Any such written agreement of a variance shall be duly recorded in the Office of the Recorder of Delaware County, Indiana. Any such change, modification, or waiver shall not result in noncompliance with any law or ordinance of the Law or Ordinance of Hamilton Township, Delaware County, Indiana. Any such variance shall be limited to the individual situation for which it is obtained and shall not be construed as an elimination, change, or modification to these provisions. The party seeking the variance shall be responsible for the notification of all lot owners in Bonterra Place Section B by means of a registered letter delivered to their residence by the U. S. Postal Service informing them of the intent of the requested variance. The notification shall be sent thirty (30) days prior to the circulation of the petition seeking the signatures of the owners of lots in Bonterra Place Section B.

Sub-section 26. Maintenance of Outlots and Ponds. The Home Owners Association shall own and maintain the outlots used for drainage purpose. Maintenance of the detention pond will be in accordance with the post construction agreement and the Operations and Maintenance Manual for Post Construction Measures, Bonterra Place, dated \_\_\_\_\_ and that the MSD and/or the Delaware County Drainage Board have the right to access Outlots for correction of failures not addressed by the owner per the agreement and Manual; said Manual is recorded in Instrument # \_\_\_\_\_. Should the Home Owners Association fail to properly maintain the outlot, then the Delaware County Drainage Board reserves the right to properly maintain this drainage outlot and assess those property owners. The assessment will be for all Home Owners Association members equally to include Sections A and B of The Bonterra Place.

In WITNESS WHEREOF, Andrew Parkison has caused this instrument to be executed by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNERS CERTIFICATE

The undersigned owner, Bonterra Projects Incorporated, of the real estate shown and reserved hereon, do hereby certify that they lay off, plat, subdivide into lots, and dedicate the streets to the public thereof, in accordance with the plat herewith. This subdivision shall be known as Bonterra Place Section B, a subdivision in Hamilton Township, Delaware County, Indiana. All setback and utility easements are hereby perpetually established unless hereafter modified or vacated.

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

Andy Parkison

State of Indiana )

County of Delaware ) SS

Before me, a Notary Public in and for said County and State, personally appeared Andrew J. Parkison, Owner, 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, Indiana.

PLAN 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

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 Bonterra Place Sec. B. And the Right-of-Way for the Island Way improvements reaching County Road 400 North as shown between lots 6 and 7 in Suni-Park Addition Plat Book 10 Page 73.

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\_\_\_\_.

Plot Book \_\_\_\_\_ page \_\_\_\_\_

Recorder of Delaware County



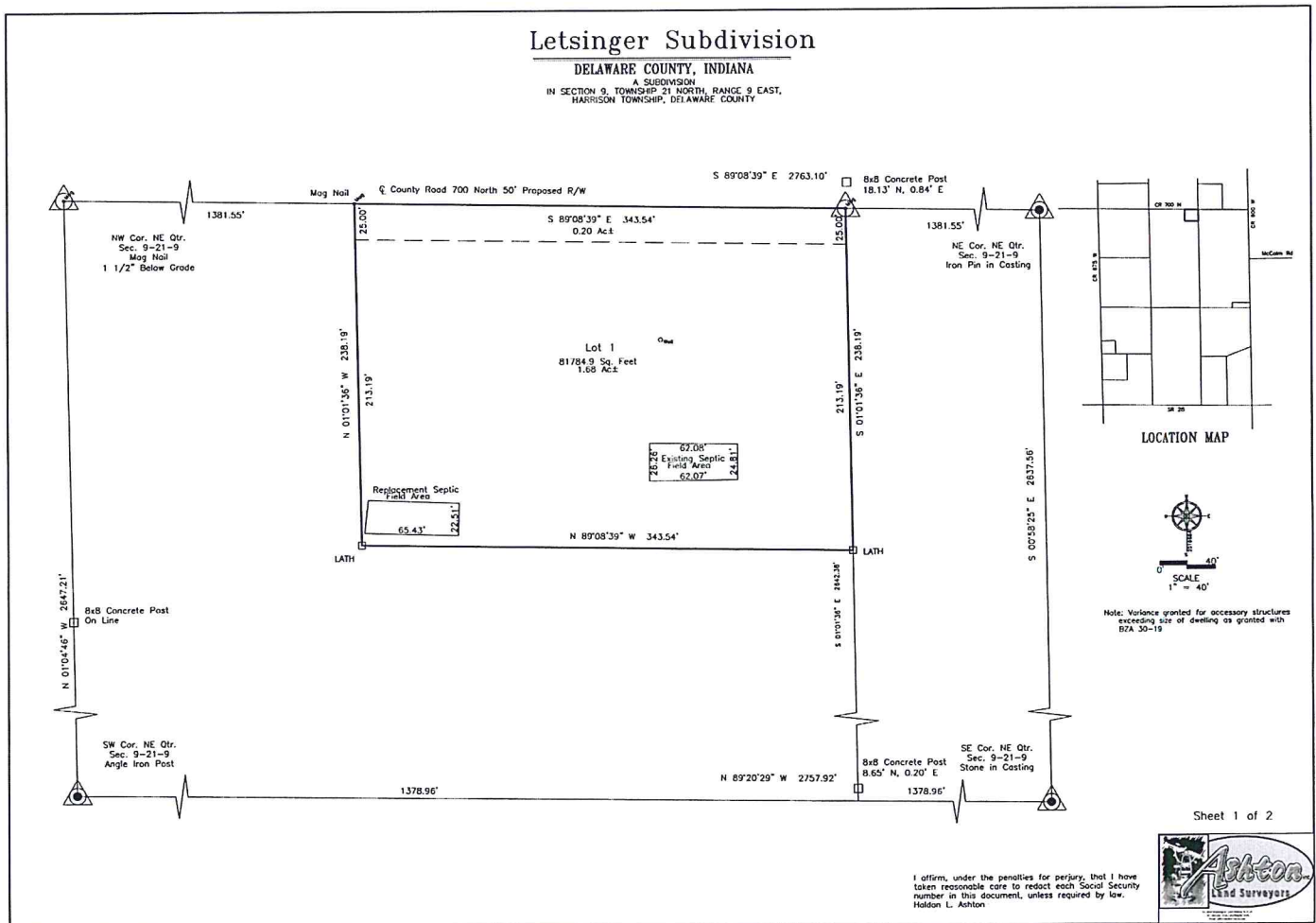
LETSINGER SUBDIVISION CR 700 N.

Ms. Vannice presented Letsinger Subdivision right of way.

MOTION: Commissioner King made a motion to approve Letsinger subdivision.

SECOND: Commissioner Rigglin

YEAS: Commissioner King, Commissioner Rigglin, President Henry



**DEPARTMENT HEADS AND ELECTED OFFICIALS  
 DELAWARE COUNTY SCHOOL WEEK PROCLAMATION**

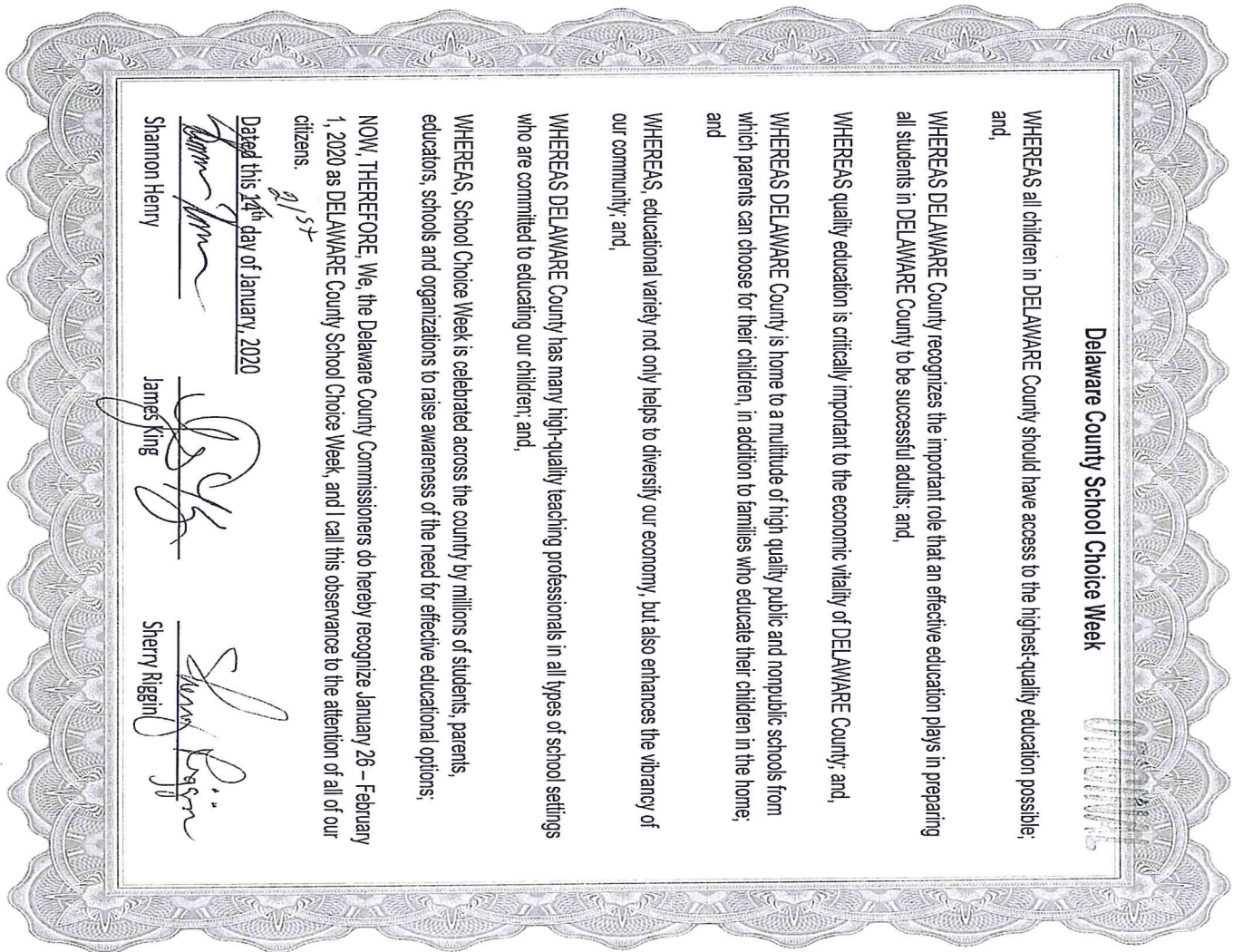
President Henry read aloud the proclamation.

MOTION: Commissioner King made a motion to approve January 21, 2020 as Delaware County School Week Proclamation.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

Commissioners January 21, 2020



Mr. Paula Singleton, 911 Director, provided an update regarding the boiler that went out on January 20, 2020. A new boiler is now up and going. The emergency cost was \$18,400.

Mr. Charlie Walker also helped with getting heat back to the areas.

President Henry thanked Mr. Walker and Mr. Singleton for their team efforts toward getting the boiler repaired.

Mr. Jeff McCurdy, Structurepoint, presented Trace 3 Technologies quote for review. The quote from Trace 3 Technologies is for IT infrastructure equipment (servers, switches and firewalls).

Commissioners January 21, 2020



Mr. McCurdy said if the Commissioners approve the quote at today's meeting, January 21, 2020 instead of February 2020 there is a savings of \$90,000.

Commissioner Riggin asked Mr. Flook if monies would come from EDIT.

Mr. Flook said EDIT funds will be used to pay for Trace 3 Technologies. This hardware will be used at 100 W Main Street and some equipment will be moved to the new Justice Center. The switches will be at all locations of Delaware County. The servers will be at 100 W Main Street. One firewall will be located at the new Justice Center and one at 100 W Main.

MOTION: Commissioner Riggin made a motion to approve Trace 3 Technologies quote \$362,767.08.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

Commissioner King said due to media comments, he wanted to make sure that the public knows that no taxes are being raised.

The new Jail is going to be a model facility and could be nationally recognized. The new Jail was needed. Raising taxes had been discussed but Commissioners decided that no taxes would be raised. The current facility will have 500 beds, Courts, Sheriff's office, Prosecutors office will be located at the new Justice Center. Twenty-two acres will be available in case something in the future needs to be added. Social media is not getting the whole story. Visits are available by making arrangements. Due to many pending lawsuits, it was apparent that a new Jail was built. The Commissioners feel that they did their due diligence in working. Taxes were not raised, the city raised the edit fund and that is why they had the monies to build the Jail. Delaware County will not have to house out of county any longer. Those funds can revert back to county general for other things. Anything having to do with the justice center will take place in the facility. There is always room for expansion.

### **MONTHLY/WEEKLY REPORTS WEIGHTS & MEASURES MONTHLY REPORT**

#### **PAYMENTS OF CLAIMS**

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$1,413,670.08.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

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

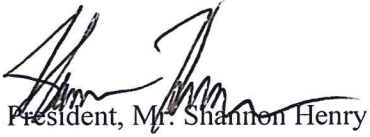
Commissioner Riggin asked that anyone knowing someone interested to work for 2020 census should apply online at [2020census.gov/job](https://2020census.gov/job)

#### **RECESS**

MOTION: Commissioner King made a motion to recess until February 3, 2020.

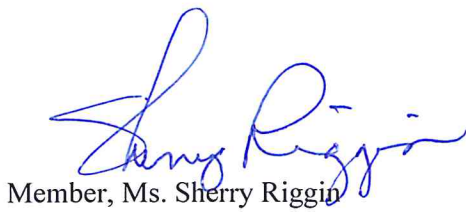
SECOND: Commissioner Riggin

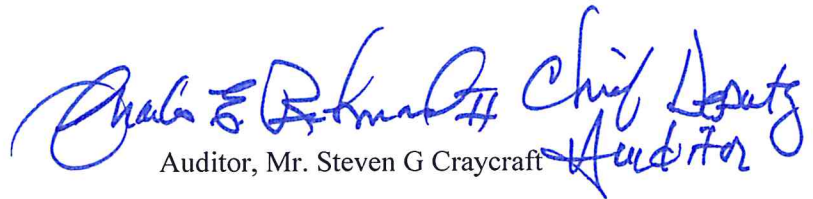
YEAS: Commissioner King, Commissioner Riggin, President Henry

  
President, Mr. Shannon Henry

Vice President, Mr. James King



  
Member, Ms. Sherry Riggins

  
Auditor, Mr. Steven G Craycraft