

**DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, NOVEMBER 16, 2020 @ 9:02 A.M.
100 W. MAIN ST.
MUNCIE, IN 47305**

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

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

PUBLIC HEARING

TO ASSIGN TAX SALE CERTIFICATES TO A NON-PROFIT

No one attended the Public Hearing.

MOTION: Commissioner King made a motion to close the Public Hearing.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

APPOINTMENTS

EMERGENCY COMMUNICATIONS CENTER BOARD

MOTION: Commissioner Riggin made a motion to approve Commissioner Henry and Commissioner King to Emergency Communications Center Board.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

BOARD OF ZONING APPEALS

MOTION: Commissioner King made a motion to approve Mr. Mike Jones to Board of Zoning Appeals.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve November 2, 2020 Commissioner Minutes.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

CONTRACTS OR AGREEMENTS FOR APPROVAL**(2) PUBLIC NOTICE – DELAWARE COUNTY FARM GROUND**

1- FORMER COUNTY HOME IN LIBERTY TOWNSHIP 130 ACRES; 2-FARMGROUND IN CENTER TOWNSHIP 41.22 ACRES

Mr. John Brooke, County Attorney, said the lease is up for Delaware County farm ground, publication will be submitted to the newspaper.

Mr. Brooke also said publication will be submitted to see if there is an interest in the farm ground located near the new Justice Center/Jail (2 year contract).

Commissioner King asked if this would be in hay/straw instead of crops. Due to the possibility of a company coming in with interest of the ground, Commissioner King does not want the company to have to wait for the farmer to harvest the crop before they can purchase the ground.

Mr. Brooke said he could add that restriction to the Public Notice. Mr. Brooke said he didn't think a two-year contract would get much interest in corn or beans. Mr. Brooke said modification was already added to farm ground located by the highway regarding the lane that was added by Delaware County Sheriff Department.

MOTION: Commissioner King made a motion to approve both notices for farm ground.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

**PUBLIC NOTICE
DELAWARE COUNTY FARM GROUND**

Notice is hereby given that the Delaware County Board of Commissioners will receive bids for the lease of approximately 130 acres more or less of tillable farm ground. The farm ground is located in Liberty Township, Delaware County, Indiana, being a part of the Southwest quarter of Township Twenty (20), Range Eleven (11) East.

Sealed bids will be received at the Delaware County Auditor's Office, Room 103, Delaware County Building, 100 West Main Street, Muncie, Indiana 47305, until 8:30 a.m. on the 7th day of December, 2020.

The bids will be opened on Monday, December 7th, 2020 at the regularly scheduled meeting of the County Commissioners in the Commissioners' Court Room #309 located at 100 West Main Street, Muncie, Indiana, 47305.

The lease will be effective January 1, 2021, and will terminate December 31, 2024.

The leasee shall pay the landowner at the beginning of the lease, and annually thereafter, twenty-five percent (25%) of the annual cash rent. The balance of the annual rent is due at harvest or not later than December 1, of each year.

Specifications may be obtained in the Delaware County Auditor's Office prior to opening bid date, which is December 7th, 2020.

Shannon Henry, President
Delaware County Commissioner

**BID, OFFER OR PROPOSAL
ON
DELAWARE COUNTY FARM GROUND
DELAWARE COUNTY, INDIANA**

To: Delaware County Board of Commissioners

Pursuant to notices given, the undersigned proposes to lease the Delaware County farm ground, as per said notices and specifications, now on file in the Office of the Delaware County Auditor as described therein for the following amount and agreed to the contract stipulations:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>
Farm Ground	Approximately 130 Acres $\sqrt{\pm}$	Former County Home farm ground located in Liberty Township, Delaware County, Indiana, being a part of the Southwest Quarter of Township Twenty (20), Range Eleven (11) East

Unit Price – Per Acre

\$ _____

Amount Per Year

\$ _____

I understand the contract is to begin on January 1, 2021, and is terminated on the 31 day of December, 2024. Further, as Lessee I am obligated to pay the landowner (Delaware County) at the beginning of the lease twenty-five percent (25%) of the annual cash rent upon execution and on or before March 1 of subsequent years. The balance of the annual rent is due at harvest or not later than November 1st of each year. I further understand and agree that I will be responsible for taxes due and owing on the property, if any.

Lessee

Date

DV-Farm Ground Bid Offer-2020

**PUBLIC NOTICE
DELAWARE COUNTY FARM GROUND**

ORIGINAL

Notice is hereby given that the Delaware County Board of Commissioners will receive bids for the lease of approximately 41.22 acres more or less of tillable farm ground. The farm ground is located in Center Township, Delaware County, Indiana, being parcels numbers 18-11-203-1004-000 (approximately 8.71 acres); 18-11-2035-1005-000 (approximately 25.41 acres); 18-11-2030-101-0000 (approximately 3.10 acres) and 18-11-2030-1009-000 (approximately 4 acres).

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The lease will be effective January 1, 2021, and will terminate December 31, 2022. The leasee shall pay the landowner at the beginning of the lease, and annually thereafter, twenty-five percent (25%) of the annual cash rent. The balance of the annual rent is due at harvest or not later than December 1, of each year.

Specifications may be obtained in the Delaware County Auditor's Office prior to opening bid date, which is December 7th, 2020.

Shannon Henry, President
Delaware County Commissioner

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ON
DELAWARE COUNTY FARM GROUND
DELAWARE COUNTY, INDIANA**

To: Delaware County Board of Commissioners

Pursuant to notices given, the undersigned proposes to lease the Delaware County farm ground, as per said notices and specifications, now on file in the Office of the Delaware County Auditor as described therein for the following amount and agreed to the contract stipulations:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>
Farm Ground	Approximately 41.22 Acres $\sqrt{\pm}$	parcels numbers 18-11-203-1004-000 (approximately 8.71 acres); 18-11-2035-1005-000 (approximately 25.41 acres); 18-11-2030-101-0000 (approximately 3.10 Acres) and 18-11-2030-1009-000 (approximately 4 acres).
Unit Price – Per Acre		Amount Per Year
\$ _____		\$ _____

I understand the contract is to begin on January 1, 2021, and is terminated on the 31 day of December, 2022. Further, as Lessee I am obligated to pay the landowner (Delaware County) at the beginning of the lease twenty-five percent (25%) of the annual cash rent upon execution and on or before March 1 of subsequent years. The balance of the annual rent is due at harvest or not later than November 1st of each year. I further understand and agree that I will be responsible for taxes due and owing on the property, if any.

Lessee

Date

DV-Farm Ground Bid Offer-2020 for farm ground at jail complex

BAKER TILLY

Commissioner meeting held November 16, 2020

Mr. Steven Craycraft, Auditor, presented Baker Tilly agreement. Mr. Craycraft said Baker Tilly will do the annual GAP report.

MOTION: Commissioner made a motion to approve Baker Tilly agreement.

SECOND: Commissioner

YEAS: Commissioner King, Commissioner Riggins, President Henry



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Indianapolis, IN 46240
United States of America
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F: +1 (317) 465 1550
bakertilly.com

ORIGINAL

October 21, 2020

Delaware County Board of Commissioners
100 West Main Street
Muncie, IN 47305

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by Delaware County, Indiana (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.



Ownership of IP

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.



Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.



Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.



Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Matthew R. Eckerle, Partner

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Mr. Shannon Henry
Title: _____
Date: _____

Name: _____
Mr. James King
Title: _____
Date: _____

Name: _____
Ms. Sherry Riffin
Title: _____
Date: _____

Name: _____
Mr. Steven Craycraft
Title: _____
Date: _____

Attachment A
Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**SCOPE APPENDIX to
Engagement Letter dated: October 21, 2020
Between Delaware County, Indiana and
Baker Tilly US, LLP**

RE: Proposed Financial Advisory and Accounting Services – Generally Accepted Accounting Principles ("GAAP") Financial Statements

DATE: October 21, 2020

This Scope Appendix is attached by reference to the above named engagement letter (the "Engagement Letter") between Delaware County, Indiana (the "Client") and Baker Tilly US, LLP.

SCOPE OF WORK

This information is offered to communicate Baker Tilly's understanding of the terms and objectives of the engagement. This information includes a description of the limitations of the services Baker Tilly can provide.

Baker Tilly will perform the following preparation services related to the Generally Accepted Accounting Principles ("GAAP") Financial Statements for the Client:

A. Adjusting Entries (Compilation and Consulting Services)

Assist the Client's bookkeeper(s) or other designee to adjust the books and accounts in order to adjust the working trial balance from which financial statements can be prepared. Client bookkeeper(s) or designee will provide Baker Tilly with a detailed trial balance and any supporting schedules required.

B. GAAP Financial Statements (Compilation and Consulting Services)

Assist the Client with preparation and analysis of information for the year ended December 31, 2020, December 31, 2021 and December 31, 2022.

C. Compile Client Financial Statements (Compilation and Consulting Services)

1. Compile, from information provided by the Client, the basic financial statements as of and for the calendar year ended December 31, 2020, December 31, 2021 and December 31, 2022.
2. Compile the client prepared accounting report in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Our compilation differs significantly from a review or an audit of financial statements. Our compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, our compilation does not contemplate obtaining an understanding of the entity's internal controls; assessing fraud risk; tests of accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Therefore, Baker Tilly's services do not provide a basis for expressing any level of assurance on the financial statements being compiled.

The Client remains responsible for making all management decisions and performing all management functions, and for designating an individual with suitable skill, knowledge or experience to oversee any bookkeeping services or other services Baker Tilly provides. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.



(Scopev20200813)

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SCOPE APPENDIX to
Engagement Letter dated: October 21, 2020
Between Delaware County, Indiana and
Baker Tilly US, LLP

D. Meetings (Consulting Services)

Baker Tilly is available to attend meetings with representatives of the working group to include auditors and local officials.

E. Support During Audit (Consulting Services)

Baker Tilly is available to attend meetings and provide support during the audit.

F. Component Units

Baker Tilly will incorporate Client provided financial information for component units. Should Baker Tilly be required to assemble financial data for a component unit, Baker Tilly's time and expenses related to the assembly of the component unit financial statements will be billed separately.

COMPENSATION AND INVOICING

Baker Tilly's estimated fees for services described in the Appendix Scope, A. through E. will be billed at Baker Tilly's standard billing rates based upon the actual time and expenses incurred.

Based on discussions with Client regarding availability of supporting data, we estimate Four Hundred Seventy-Five (475) hours of accounting support and Ninety-Two Thousand Dollars (\$92,000) per year. Should our assigned tasks result in additional hours and fees, we will update Client and provide an addendum to this agreement for consideration.

Baker Tilly's fees for services set forth in the Scope Appendix, F will be billed separately at the Baker Tilly's standard billing rates based upon the actual time and expense incurred. For budgetary purposes, we estimate average fees not exceed Ten Thousand Dollars (\$10,000) per component unit.

*Subject to Annual Appropriation

Standard Hourly Rates by Job Classification
1/1/2020

Partners / Principals / Directors	\$240.00	to	\$500.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00
Interns	\$90.00	to	\$110.00

- Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.



(Scopev20200813)

Page SA 2 | 3

BIS AGREEMENT

Ms. Emily Anderson, Court Administrator, presented BIS agreement. The agreement is for Juvenile Equipment, software and portable recording equipment/screen capture. Ms. Anderson said the cost of the equipment will come out of their budget.

MOTION: Commissioner King made a motion to approve BIS agreement for \$7,478.25.

SECOND: Commissioner Riffin

YEAS: Commissioner King, Commissioner Riffin, President Henry



November 11, 2020

Emily Anderson
Delaware County Courts
100 West Washington Street
Muncie, IN 47305

ORIGINAL

RE: BIS Digital Technical Support Agreement Renewal

Annual Full Support Agreement	
Effective Date	12/29/2020
Account Number	DEL701
Contract Number	21-12-A-55470-M-50010488
Contract Amount	\$7,478.25

Ms. Anderson,

Attached is your Full Support Agreement.

To continue your technical support without disruption or unnecessary fees, please sign this electronic renewal form. Per our agreement, this invoice is due upon receipt.

Without a signed support agreement, you will be charged hourly for technical support in accordance with our on-demand technical support fees.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please do not hesitate to contact me at 800-834-7674, ext. 4527 or BISContracts@bisdigital.com.

Best regards,

Rebecca Ferreira
Rebecca Ferreira

BIS Digital, Inc. 1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334 P: 800.834.7674 F: 877.585.5611

LEXIS NEXIS

Ms. Anderson presented Lexis Nexis agreement. The agreement is for digital law books for Delaware County Judges. This agreement is updated every three years.

MOTION: Commissioner Riffin made a motion to approve Lexis Nexis agreement.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riffin, President Henry



LexisNexis®

ORIGINAL

Order for
LexisNexis Digital Library and/or
Multi-Year Print Agreement (with Automatic Renewal)

'Subscriber': (or "you" or "Your", in uppercase or lowercase)

Delaware CNTY CT Administrator

"LN" (or "we" or "Us"):

LexisNexis, a division of RELX Inc.

You agree to purchase or license from Us, the LN products and services elected below (each a "Publication Service"). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms. Those publications subscribed to by you from us prior to this Agreement on an auto-renewal basis or other auto-renewal terms shall continue in effect and shall not be affected by this Agreement unless expressly specified in this Agreement.

Closed Offer Date: The terms in this Agreement are subject to change if you have not submitted a signed Agreement to Us by 12/12/20.

1. Term

The initial term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a "Commitment Period") (check the appropriate one for each Year) :

"Year 1"	<input type="checkbox"/>	the 12 months after Year 1	Start Date (only check if ordered Digital Library) or	<input checked="" type="checkbox"/>	12/1/2020	to	11/30/2021	or	<input type="checkbox"/>	N/A;
"Year 2"	<input type="checkbox"/>	the 12 months after Year 1	or	<input checked="" type="checkbox"/>	12/1/2021	to	11/30/2022	or	<input type="checkbox"/>	N/A;
"Year 3"	<input type="checkbox"/>	the 12 months after Year 2	or	<input checked="" type="checkbox"/>	12/1/2022	to	11/30/2023	or	<input type="checkbox"/>	N/A;
"Year 4"	<input type="checkbox"/>	the 12 months after Year 3	or	<input type="checkbox"/>		to		or	<input checked="" type="checkbox"/>	N/A;
"Year 5"	<input type="checkbox"/>	the 12 months after Year 4	or	<input type="checkbox"/>		to		or	<input checked="" type="checkbox"/>	N/A.

(collectively, the "Initial Term"). UPON THE EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR ADDITIONAL 1 YEAR PERIODS (EACH A "RENEWAL TERM") AT THE THEN-CURRENT LIST PRICES. The Initial Term and any Renewal Terms will collectively be the "Term." You may avoid entering into a Renewal Term by providing LN with written notice delivered to your LN account manager at least 45 days before the beginning of the next Renewal Term. You may not terminate during the Term except as provided in clause 1.3 below.

1.2 "Start Date" is a defined term that applies only if a Digital Library is ordered, and if so, is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.

1.3 This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period or Renewal Term in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period or Renewal Term. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period or Renewal Term divided by 12.

2. ELECTED SERVICES AND COMMITMENT

Subscriber elects the following products and services by checking all applicable boxes below:

☐ DIGITAL LIBRARY AND MULTI-YEAR PRINT

DLMYP 2.1: These Clauses 2.1 through 2.8 amend the Pub. Svcs. Terms with respect to the Digital Library And Multi-Year Print product offering described below.

DLMYP 2.2: During the Term, LN grants you the right to access the Digital Library for use on your Authorized Users' computers and supported mobile devices. "Authorized Users" refers to your U.S.-based employees, temporary employees, contractors and (in case of academic institutions) faculty and currently enrolled students that you authorize (or permit) to access any Publication Service. You will also have the ability to acquire content directly from OverDrive (the "OverDrive Content"). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.

DLMYP 2.3: LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks and (if applicable) the Law School Publishing eBooks).

DLMYP 2.4: For access to the Digital Library during the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No 1) Commitment	Application Service Fee Commitment	Total Commitment Digital Library
Year 1			
Year 2			
Year 3			
Year 4			

In subsequent years after the Initial Term, the Commitment Amounts for the Digital Library eBooks and the Application Services Fee are subject to a % fixed annual increase. The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

DLMYP 2.5: A "Matching Publication" is a Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format during the same period. The "Matching Discount" shall be in the percentage amounts that follow off of then-current LN list price: Year 1: N/A ; Year 2: N/A ; Year 3: N/A ; Year 4: N/A . The Matching Discount shall apply to a Matching Publication in a quantity no more than the quantity listed on Rider 1 for that Publication. The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. The Florida Bar, CSC, ABA, AHILA, some state code titles, and certain other licensed publications are excluded from the Matching Discount. For a complete list of Publications excluded from the Matching Discount, please ask your representative.

DLMYP 2.6: "Extended Matching Subscriptions" means subscriptions to Non-Digital Library Publications (i) that would otherwise qualify as Matching Publications if such subscription was under this Agreement and (ii) to which you subscribed on a term basis (as opposed to auto-renewal) under an agreement running through 30 days before your Signature Date. Such Extended Matching Subscriptions shall be extended during the Term of this Agreement under the terms herein and the Non-Digital Library Publications thereunder shall be treated as Marketing Publications with the base price for such publications being the then-current LN list price each year of the Term, plus then-current shipping and handling. Extended Matching Subscriptions may be canceled at any time during the Term by calling Support at 800-833-9844.

DLMYP 2.7: LN will provide you with "Publications without Matching Discount" as listed on the attached Rider 2. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of \$ for Service Subscriptions and \$ (Estimated) for Non-Service Subscriptions for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a % fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).

DLMYP 2.8: Notwithstanding the term description above, any Digital Library and Non-Digital Library Publications to which you subscribed on a term basis (as opposed to auto-renewal) under any agreements running through days before your Signature Date shall be "Prior Term Subscriptions." Notwithstanding the Term description above, the parties agree to extend such Prior Term Subscriptions through the Start Date. For such extension period, the price terms shall remain the same as the terms under such prior agreement(s), prorated on a monthly basis for any Digital Library and any Service Subscriptions.

☒ MULTI-YEAR PRINT ONLY

MYP 2.1: These Clauses 2.1 through 2.3 amend the Pub. Svcs. Terms with respect to the Multi-Year Print product (without ordering a Digital Library) offering described below. You will be invoiced monthly for the commitment amounts for your Multi-Year Print products under this Agreement.

MYP 2.2: Service Subscriptions. The Publications that you are renewing or ordering pursuant to this Agreement that are classified as "Service Subscriptions" are detailed in the attached Rider No. 1. The first year Service Subscription Total is \$0. The Service Subscription Total will be subject to an annual increase of 5%.

MYP 2.3: Non-Service Subscriptions. The Publications that you are ordering pursuant to this Agreement that are classified as "Non-Service Subscriptions" are detailed in the attached Rider No. 1. The estimated first year Non-Service Subscription Total is \$2,784. During the Initial Term, LN will provide a 3% discount on all Updates for the non-service publications listed on Rider 1.

3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT.

3.1 Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("All LN Products") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "Preferred Customer" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount upon 30 days written notice to you.

3.2 During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period or Renewal Term, as the case may be ("Permitted Adjustments").

3.3 90% of your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "Threshold Spend" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.

4. SERVICE SUBSCRIPTIONS AND NONSERVICE SUBSCRIPTIONS

Publications that you are renewing or ordering pursuant to this Agreement are classified as Service Subscriptions or Non-Service Subscriptions as are detailed in the attached Riders, which are incorporated herein by reference. You will be invoiced for Non-Digital Library Publications as follows: Service Subscriptions will be billed at the start of each Commitment Period and each Renewal Term, and Non-Service Subscriptions will be shipped and billed as releases become available.

4.1 "S" Service Subscription - Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable.

4.2 "NS" Non-Service Subscription - Price includes product only, plus any updates published within 30 days of purchase or as otherwise indicated. You will receive and be billed for future updates outside of the 30-day period without any action on your part. Estimated prior year prices and update frequency are shown with the description of each title. Non-Service Electronic Publications will be updated via automatic shipment to you, or by LN either pushing the Update to you electronically or notifying you that an Update is available for download.

4.2.1 Unless otherwise indicated, pricing (including any grand total, retail price, or other pricing) does not include tax or shipping and handling, which will be charged and due at the then current rates. Shipping and handling amounts will be invoiced separately or will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed accordingly.

4.2.2 By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year's subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call for Support at 800-833-9844 for additional information on Update, frequency and price.

5. Confidential Information. This Agreement contains confidential information, including pricing information, of LN (the "Confidential Information"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.

6. You grant to LN and its affiliates permission to identify you as a subscriber to the Digital Library (if ordered).

7. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

"Subscriber": Delaware CNTY CT Administrator	
[MUST BE COMPLETED BY YOU]	
Authorized Subscriber Signature:	
Printed Name:	SHANNON HESTON
Job Title:	Court Reporter
"Signature Date":	11/16/2020
Number of Authorized Users for Digital Library:	

THIS AGREEMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS AGREEMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AGREEMENT BY PROVIDING ACCESS TO THE PUBLICATION SERVICES OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS AGREEMENT.
4842-5984-0049, v. 1

MEMORANDUM OF UNDERSTANDING

Ms. Anderson presented the Memorandum of Understanding. The MOU is the Continuity of Operations Plan for the courts.

MOTION: Commissioner King made a motion to approve the Memorandum of Understanding.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

ORIGINAL

Memorandum of Understanding

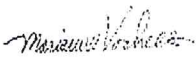
Comes now the Delaware County Circuit Courts ("Courts") and the Board of Commissioners ("Commissioners") and enter into the following Memorandum of Understanding as to the use of county facilities in the event that the Courts are required to implement an Alternate Facility Operations plan.


1. The Courts have adopted a Continuity of Operations Plan (COOP) concerning the operation of the courts if it becomes necessary to temporarily operate at a facility other than the Delaware County Justice Center and/or the Youth Opportunity Center (YOC).
2. In the event that the Courts are required to find an alternate site, the Commissioners shall make available the Commissioners Courtroom, Room 309 of the Delaware County Building, 100 W. Main St., Muncie as an alternate temporary location.
3. The Courts agree to work with the Commissioners' office personnel for scheduling use of the Commissioners' Courtroom as the room is used by many different organizations for their meetings and hearings.
4. Unused space located at the Delaware County Justice and Rehabilitation Center ("DCJRC") shall be made available by the Commissioners to the Courts in the event the Juvenile Court is required to find space to temporarily relocate due to their inability to use space at the YOC.
5. The Commissioners shall also make available any and all space at the Delaware County Justice Center located at 100 W. Washington St. (the old courthouse) so long as the space is suitable and can facilitate the temporary court operations.
6. The Commissioners will also provide security personnel through the Delaware County Sheriff at any temporary location selected by the Courts.

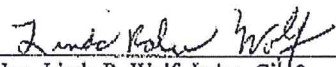
7. The Courts shall provide all of their own equipment and supplies for the operation of their proceedings.
8. This memorandum of Understandings shall be effective upon adoption by both parties and shall remain in effect until such time as either party provides at least thirty (30) days' notice that they wish to rescind the Memorandum.


Dated this ____ day of November, 2020.

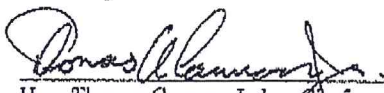
Delaware County Circuit Courts


Hon. Marianne Vorhees, Judge, Cir. 1



Hon. Kimberly Dowling, Judge, Cir. 2


Hon. Linda R. Wolf, Judge, Cir. 3



Hon. John Feick, Judge, Cir. 4


Hon. Thomas Cannon, Judge, Cir. 5

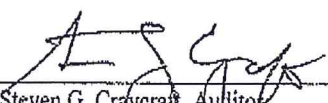
Board of Commissioners


Shannon Henry, President


James King, Vice President


Sherry Riggins, Member

Attest:


Steven G. Craycraft, Auditor
Delaware County, IN

GREAT MIDWEST INSURANCE COMPANY

Ms. Pam McCammon, Human Resource Director, presented Delaware County employees health insurance with Great Midwest Insurance Company. Ms. McCammon thanked Mr. Brooke for his help/assistance on the health agreement. Premiums remained the same, however the deductible was raised to \$1,000. Ms. McCammon thanked the Commissioners for their support.

Mr. Brooke said Delaware County had a good year, changes were made to the deductible and maximum "out of pocket".

MOTION: Commissioner King made a motion to approve Great Midwest Insurance Company 2021 agreement.

SECOND: Commissioner Riffin

YEAS: Commissioner King, Commissioner Riffin, President Henry

Great Midwest Insurance Company 2020 agreement available in the Auditor office

6. SIGNATURES

Dated at Muncie (City) IN (State) on November 16, 2020 (Date)

Sharon Henry
Printed or typed name of Applicant's Authorized Representative

[Signature]
Authorized Signature of Applicant

Delaware County Commissioner
Title

Dated at Indianapolis (City) IN (State) on _____ (Date)

John Gause
Printed or typed name of Licensed Agent

Authorized Signature of Licensed Agent

38-3681922
Agent Tax ID

2103560 IN
Agent License Number and Issuing State

[Signature] Auditor

ASHTON LAND SURVEYORS

Ms. Kathy Vannice, Ashton Land Surveyors requested to rezone a parcel.

Marta Moody, Plan Commission Director, said the first reading of the Ordinance was November 5, 2020 at the Plan Commission meeting.

MOTION: Commissioner King made a motion to adopt Ordinance 2020-021.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

The full ordinance is available online at co.delaware.in.us

ORDINANCE NO. 021

ORIGINAL

**BEING AN ORDINANCE TO AMEND
THE DELAWARE COUNTY COMPREHENSIVE ZONING ORDINANCE**

WHEREAS, the State enabling act for planning and zoning empowers the Board of County Commissioners of Delaware County, Indiana to adopt a Comprehensive Zoning Ordinance and also provides for amendments to the said ordinance as the need arises; and

WHEREAS, the Board of County Commissioners of Delaware County, Indiana has given reasonable regard to the Comprehensive Plan; current conditions and the character of current structures and uses in each district; the most desirable use for which land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible growth and development.

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

Section 1. That the Delaware County Comprehensive Zoning Ordinance, theretofore adopted by the Board of County Commissioners of Delaware County, Indiana, on the 11th day of December, 1973, be amended, changed and supplemented so as to include in the F Farming Zone the following described real estate located in Delaware County, Indiana, to wit:

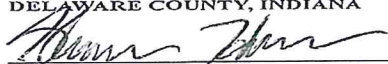
see attachment

Section 2. That no structures shall be placed on said lot or parcel of land except in compliance with the Delaware County Comprehensive Zoning Ordinance of Delaware County, Indiana.

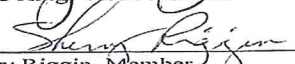
Section 3. That this Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners of Delaware County, Indiana.

Section 4. That this Ordinance is adopted/vetoed this 14 day of November, 2020.

BOARD OF COUNTY COMMISSIONERS
DELAWARE COUNTY, INDIANA


Shannon Henry, President


James King, Vice President


Sherry Riffin, Member

ATTEST:


Steven G. Craycraft, Auditor

EMERGENCY DECLARATION

2020-019

Mr. Brooke presented Emergency Declaration 2020-019.

Commissioner King said he and his wife recently had COVID and was very ill. Commissioner King said COVID is not a joke. Please do not become confrontational with anyone asking you to wear a mask.

President Henry said Health Department is needing assistance, no regulation or requirement has been used because the Health Department really has no authorization. Businesses will be required to place signs on their doors regarding masks. Signs are available for anyone needing them. The Governor is putting a plan in place regarding \$20,000,000 that is available for COVID and President Henry asked that Mr. Brooke keep on top of this.

Dr. Donna Wilkins, Health Director, spoke about reinforcement of masks. Dr. Wilkins said this is more serious than it was in April 2020. Food permits can be pulled, liquor licenses pulled, however the Health Department does not have much jurisdiction in any other way. Education regarding the masks and protection will take place to get Delaware County up to date.

Mr. Joel Thacker, State Fire Marshall office, attended the meeting to let counties know that state level support can be provided. Spot checking retail, manufacturing and other businesses can take place to ensure they are following COVID rules and educating the importance of mask and social distancing.

MOTION: Commissioner King made a motion to approve Emergency Declaration 2020-019.

SECOND: Commissioner Riggan

YEAS: Commissioner King, Commissioner Riggan, President Henry

**Disaster Emergency Declaration
2020-19**

ORIGINAL

Delaware County, Indiana

- 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; 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 a significant increase in COVID-19 cases and the positivity rate for the last 7 days is 9.1% ending on November 13, 2020 for the County; and
- WHEREAS,** there have been a total of 3,973 cases in Delaware County to date with an increase of 710 cases just since November 2, 2020 or more than an average of 50 cases per day and IU Ball Memorial Hospital is at or near capacity; and
- WHEREAS,** younger members of the populace have been testing positive in greater numbers as well as greater illness rates among younger and younger people; 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 December 7, 2020.**

2. Governor Eric Holcomb's Executive Order 20-48 is incorporated in its 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 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 20-48; Delaware County currently is placed in the "Orange" zone because community spread is approaching high levels

and the County has a point score of 2.0 or 2.5 according to the Indiana Department of Health.

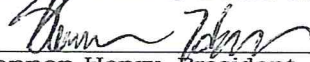
11. Delaware County has the ability to increase the threat level to a "Red" zone where the community spread is high and the County could achieve a point score of 3.0 or higher by the Indiana Department of Health.
12. As a result of the County achieving the "Orange Zone" level from the State Health Department social gatherings and events of greater than 50 people are prohibited from occurring.
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.
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 by the 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 December 7, 2020 unless superseded.


In witness, whereof, we have hereunto set our hand this 16th day of November, 2020.

Delaware County Board of Commissioners


Shannon Henry, President


James King, Vice President


Sherry Riggins, Member

Attest: 
Steven G. Craycraft, County Auditor

A RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
CONCERNING THE NAME OF THE DELAWARE COUNTY NEW JAIL FACILITY
RESOLUTION 2020-043

Mr. Brooke presented Resolution 2020-043, Concerning the Name of New Jail facility.

MOTION: Commissioner King made a motion to approve Resolution 2020-043, Concerning the Name of the Delaware county New Jail Facility.

Commissioner Riggins said she liked "Rehab".

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

ORIGINAL

RESOLUTION NO. 2020-043

**A RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
CONCERNING THE NAME OF THE DELAWARE COUNTY NEW JAIL FACILITY**

- WHEREAS,* the Delaware County Board of Commissioners (hereinafter, the "Commissioners") recognized that the current jail and building housing the courts was no longer feasible or proper for public business; and
- WHEREAS,* the Commissioners undertook an extensive search of options for a new jail and court facility that would provide a significant increase in housing of prisoners and pre-trial detainees as well as a state of the art facility for the courts to operate and expand as the need arose, but not cause any type of tax increase; and
- WHEREAS,* the Commissioners were provided input from the community an important part of any correctional facility was to provide space for short term and significant rehabilitation for mental health and substance abuse issues; and
- WHEREAS,* the Commissioners determined a course of action and plan to rehabilitate an existing structure in the County which could accommodate the needs of the county and address a concern of the community; and
- WHEREAS,* the Commissioners embarked on a project to create a new justice center and correctional facility that was intended to address the needs of the County now and long into the future for a cost that did NOT increase taxes at 3100 S. Tillotson Ave., Muncie, IN; and
- WHEREAS* the construction is almost complete and the County will move its Courts, Courts Services, Prosecutor, Clerk, Court Probation, Community Corrections, Public Defender, Sheriff's office and Jail; and
- WHEREAS,* the Board of Commissioners accomplished their goals of making a correctional and judicial center facility that has room to grow as well as space to provide rehabilitation services to those residents that need them, all WITHOUT raising any income or property tax; and
- WHEREAS,* the Commissioners must name the facility something that is appropriate for the purposes intended.

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

The Delaware County Board of Commissioners hereby name the facility located at 3100 S. Tillotson Ave., Muncie, IN the following:

THE DELAWARE COUNTY JUSTICE AND REHABILITATION CENTER

DULY ADOPTED by the Board of Commissioners of Delaware County at a duly noticed public meeting held on this, the 16th day of November, 2020.

DELAWARE COUNTY
BOARD OF COMMISSIONERS



Shannon Henry, President



Sherry Riggin, Commissioner



James King, Commissioner

ATTEST:



Steven Craycraft, Auditor
Delaware County, Indiana

A RESOLUTION OF THE DELAWARE COUNTY, IN BOARD OF COMMISSIONERS MAKING A FINAL DETERMINATION
TO ASSIGN TAX SALE CERTIFICATES TO NONPROFIT ENTITIES PURSUANT TO IC 6-1.1-24-6.7

RESOLUTION NO. 2020-044

Mr. Brooke said this is part of the public hearing to assign tax sale properties.

MOTION: Commissioner King made a motion to approve Resolution 2020-044, Final Determination to Assign Tax Sale Certificates to nonprofit Entities Pursuant to IC 6-1.1-24-6.7.

SECOND: Commissioner Riggins

YEAS: Commissioner King, Commissioner Riggins, President Henry

RESOLUTION NO. 2020-044

**A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF
COMMISSIONERS MAKING A FINAL DETERMINATION TO ASSIGN TAX SALE
CERTIFICATES TO NONPROFIT ENTITIES PURSUANT TO IND. CODE § 6-1.1-24-6.7**

WHEREAS, Ind. Code § 6-1.1-24-6.7 sets out the procedures the Board of Commissioners may utilize to assign a tax sale certificate to a nonprofit entity; and

WHEREAS, the Board of Commissioners previously adopted Resolution No. 2020-042, which identified tax sale certificates for which the Board of Commissioners now desires to assign to nonprofit entities for use for the public good; and

WHEREAS, the tax sale certificates the Board of Commissioners desires to assign to nonprofit entities for use for the public good are identified in Resolution 2020-042; and

WHEREAS, the Board of Commissioners accepted written applications from eligible nonprofit entities and, on November 16, 2020, held a public hearing to consider all applications and hear any opposition to a proposed assignment of the identified tax sale certificates; and

WHEREAS, having considered the submitted applications and public comments presented at the public hearing, the Board of Commissioners now desires to make a final determination on the assignment of the identified tax sale certificates.

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

SECTION 1. Having received and considered the applications from nonprofit entities, copies of which are attached hereto, the Board of Commissioners issues the final determinations described in Exhibit A, attached hereto, regarding the proposed assignment to nonprofit entities of the tax sale certificates identified in Resolution 2020-042.

SECTION 2. The assignment of the identified tax sale certificates shall be completed according to the specific terms and conditions described in the Commissioners' final determination for each tax sale certificate.

SECTION 3. If the assignee nonprofit entity fails to comply with the terms and conditions of the Commissioners' final determination, the applicable tax sale certificate shall revert to Delaware County to be retained or disposed of by the Board of Commissioners.

Resolution No. 2020-044

Full signed resolution available in Auditors Office

DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Kyle Johnson, Chief Information Officer/GIS Coordinator, provided an update on GIS electronic mapping. The current ordinance is outdated and will go before Council in November.

Mr. Jim Flook, IT Director, gave an update on the new phone system.

Commissioner Riggin thanked Ms. Jeni Honeycutt, Executive Assistant and Mr. Flook for working together on the new phone system.

Commissioner King thanked Mr. Nate Jones, Veterans Director, and those that work in Veterans office for all of the help that they provide to Delaware County Veterans.

Ms. McCammon said open enrollment for insurance is December 1 through December 18, 2020.

President Henry reminded Elected Officials and Department Heads to make sure staff are wearing face mask and social distancing.

Ms. Angie Moyer, Project Manager, gave an update on Bridge 161.

MONTHLY/WEEKLY REPORTS PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$1,270,534.94.

SECOND: Commissioner King

YEAS: Commissioner King, Commissioner Riggin, President Henry

PUBLIC COMMENTS AND QUESTIONS

Mr. Brooke provided an answer to a Facebook participant regarding government clothing. Indiana Code 10-14-3-29 Emergency Declaration.

RECESS

MOTION: Commissioner King made a motion to recess until December 7, 2020.

SECOND: Commissioner Riggin

YEAS: Commissioner King, Commissioner Riggin, President Henry

President, Mr. Shannon Henry

Member, Ms. Sherry Riffin

Vice President, Mr. James King

Auditor, Mr. Steven G Craycraft