

THE SHELBY COUNTY COMMISSIONERS MET ON MONDAY NOVEMBER 16, 2020, AT 8:00 A.M. PRESENT WERE COMMISSIONERS PARKER, ROSS, AND DEPUTY AUDITOR

MINUTES:

MOTION TO APPROVE THE MINUTES FROM NOVEMBER 9, 2020 WAS MADE BY PARKER, SECONDED BY ROSS, APPROVED 2-0

UTILITY REQUESTS:

FRONTIER COMMUNICATIONS REQUEST TO BORE AT 7113 N 500 E, MOTION TO APPROVE WAS MADE BY PARKER, SECONDED BY ROSS, APPROVED 2-0

MSN GROUPS IS REQUESTING TO BORE AT 1237 KNIGHTSTOWN RD, MOTION TO APPROVE WAS MADE BY PARKER, SECONDED BY ROSS, APPROVED 2-0

VECTREN IS REQUESTING TO BORE AT 2353 S. MILLER AVE, 2667 S. MILLER ST., 2849 S. ROSEWOOD DR, 2889 S. OAKLAND DR., AND 2827 S. MILLER ST., MOTION TO APPROVE WAS MADE BY PARKER, SECONDED BY ROSS, APPROVED 2-0

VECTREN IS ALSO REQUESTING TO BORE AT 2935 S CR 200 W, MOTION TO APPROVE WAS MADE BY PARKER, SECONDED BY ROSS, APPROVED 2-0

SET BID DATE / SNOW REMOVAL & MOWING:

THE COMMISSIONERS NEEDED TO SET A DATE TO ACCEPT BIDS FOR SNOW REMOVAL AND MOWING FOR THE COUNTY BUILDINGS. MOTION TO SET THE DATE FOR NOVEMBER 30, 2020 @ 8:00 A.M. WAS MADE BY PARKER, SECONDED BY ROSS, APPROVED 2-0.

SOLAR PLANT SPEAKERS:

JEFF CHRISMAN:

JEFF WANTED TO SPEAK A LITTLE ABOUT THE AGRI BUSINESS SIDE OF SHELBY COUNTY NOT SO MUCH OF THE SOLAR BUSINESS. JEFF ADVISED HE IS IN AGRICULTURE IRRIGATION BUSINESS. IF THESE THINGS KEEP GROWING AND GOING THRU, THIS IS GOING TO HURT MY BUSINESS ALONG WITH A LOT OF OTHERS. I KNOW I'M PROBABLY SPEAKING AGAINST SOME OF MY CUSTOMERS AND FOR MY CUSTOMERS. I DON'T UNDERSTAND HOW THERE IS SO MUCH PUSH AGAINST THIS, BUT YET WE GET NO RESPONSE TO HELP STOP THIS. SHELBY COUNTY HAS BROUGHT IN BUSINESS INTO SHELBY COUNTY SUCH AS POET, BUNGE, PREMIER AG, IF THE ACRES THAT I AM HEARING, YOU ARE LOOKING AT A \$5,000,000.00 CUT IN THOSE BUSINESSES REVENUE PER YEAR, THAT'S NOT OVERALL. OVER TEN YEARS THAT NUMBER GETS PRETTY BIG. YOU ARE LOOKING AT \$1.8 MILLIONS BUSHEL OF CORN THAT POET WILL MISS OUT ON. SHELBY COUNTY MAY SEE SOME SHORT-TERM ECONOMIC RISE IN HOTEL USE, RESTAURANTS, ETC. WHILE THEY ARE BUILDING, BUT AS FOR LONG TERM, THERE WILL BE NO ECONOMIC INCREASE. I JUST FEEL THE AG SIDE OF THE COUNTY ISN'T GETTING FULL SUPPORT FROM THE COMMITTEES AND THE PEOPLE OF THE COUNTY. THIS IS MY FILLING. IS THERE PROVISIONS IN THERE FOR THE FIRE DEPARTMENTS WHEN THIS IS ALL SAID AND DONE, TO HELP SUPPORT THEM AND THE COMMUNITY SINCE THIS IS ALL VOLUNTEER. I JUST

FEEL LIKE THE AG COMMUNITY IN THIS SINCE IS NOT BEING SUPPORTED, IN BELIEFS AND WAY THAT SHELBY COUNTY HAS THOUGHT IN THE PRIORS YEARS TO THIS.

PARKER ADVISED THAT HE MADE A VERY GOOD POINT ABOUT THE FIRE DEPARTMENT AND IT NEEDS TO BE BROUGHT UP WITH THE PLAN COMMISSION.

BLAKE NEWKIRK:

BLAKE HANDED OUT COPIES OF A PORTION OF THE SPEEDWAY SOLAR/RANGER POWER CONTRACT AND WENT THRU THIS CONTRACT AND POINTED SOME THINGS OUT, THAT ARE CONCERNING. IM GOING TO START WITH THE TABLE OF CONTENTS AND HAVE HIGH LIGHTED AREAS. SHE STARTED WITH PLAYING A CLIP OF THE MEETING WHERE “PETE ENDRIS SPOKE ABOUT THE LEASE AGREEMENT STATE THE LANDOWNERS REQUIRE THEM TO REPAIR TILE DAMAGE THAT IS DONE DURING CONSTRUCTION”. WE TALK TO FOLKS UP FRONT ABOUT IT. BLAKE ADVISED THE REASON SHE PLAYED THIS, IS BECAUSE IN THE TABLE OF CONTENTS THERE IS NOTHING THAT TALKS ABOUT DRAINAGE. YOU WILL FIND THEY WILL FIND FENCES AND GATES AND IRRIGATION SYSTEMS. SHE SAID SHE WOULD EMAIL THEM THE WHOLE CONTRACT SO THEY CAN REVIEW THE WHOLE THING. “PETE ALSO STATED THEY WILL ALWAYS LOOK AFTER THIS PROJECT WHICH IS 35 YEARS”. HE SAID HE THINKS THAT THE PROJECT WILL BE 35 YEARS. BLAKE FOUND IN THE TERMINOLOGY THAT STATES: ON THE NEXT TWO PAGES YOU WILL FIND FIRST MENTION OF IT IS ON PAGE 2 – SUBJECT TO 7 EXTENSION TERMS OF 5 YEAR EACH, I.E. TOTALING UP TO 40 YEARS OF PRODUCTION TERM IF ALL OPTIONS AND EXTENSIONS ARE EXERCISED. THEN AGAIN IF YOU FLIP THE PAGE TO PAGE 3 – YOU WILL SEE THAT I HIGH LIGHTED THE WORDS IF EXTENDED NUMEROUS TIME, BECAUSE THE ONLY GUARANTEE TERM OF THIS CONTRACT IS YEARS 1-5 WHICH IS RIGHT NOW, THE DEVELOPMENT TERM. THIS IS NOT A GUARANTEED 35 YEAR CONTRACT. THIS PROJECT IS NOT GUARANTEED TO LAST PAST THE 10 YEAR TAX ABATEMENT THAT WAS GIVEN TO THEM. NEXT PAGE 4 JUST DEFINES DEVELOPMENT TERM, THIS IS THE TERM WE ARE IN RIGHT NOW. EVENT OF FORCE MAJEURE, IF YOU COMPARE THAT TO THE COUNTIES DEFINITION, YOU WILL FIND A LOT OF DIFFERENCES, IT MAKES YOU QUESTION WHO DEFINITION IS THE COMPANY INTENDS ON GOING BY. PAGE 5, YOU ARE JUST GOING TO SEE THE WORDS THE FOLLOWING LEASE RIGHTS IN, ON, UNDER, OVER, ACROSS, ALONG AND ABOVE THE PROPERTY. THE KEY WORDS BEING IN AND UNDER. THE NEXT PAGE YOU GUYS HAVE IS PAGE 11. I HAVE READ OVER THE ENTIRE TRANSCRIPTS FROM THE BZA PUBLIC HEARING AND LEE MCNEELY SAID AT THE PUBLIC HEARING QUOTE “ IT PROVIDES LANDOWNERS WITH STABLE ABOVE MARKET LAND PAYMENTS, WHICH HELPS THEM DIVERSIFY THEIR INCOME, SUPPORTS THEIR CONTINUED AG OPERATIONS. I THINK THAT IS IMPORTANT BECAUSE VERY FEW OF THE PARTICIPATING LANDOWNERS PUT ALL OF THEIR LAND IN THIS PROJECT. FOR INSTANCE, IF YOU HAVE 500 ACRES YOU MIGHT PUT 150 ACERS OR 200 ACRES INTO THIS PROJECT”. IF YOU LOOK AT SECTION 4.1 ADDITIONAL LEASE RIGHTS AND FLIP TO THE NEXT PAGE SECTION 4.2 STAND ALONE LEASE RIGHTS. THE COMPANY FROM THIS AGREEMENT RIGHT HERE HAS THE RIGHT TO AT ANYTIME DECIDE THEY WOULD LIKE TO LEASE PROPERTY THAT IS NOT IN THE SAME PROJECT BUT IS OWNED BY THE SAME OWNER THAT IS ADJACENT TO THE PROJECT AND ALSO 4.2 ANY OF THEIR 3RD PARTIES. THE INDEPENDENT SYSTEM OPERATOR WITH JURISDICTION OVER THE SYSTEM IN WHICH THE PROJECT OPERATES THE TRANSMISSION SYSTEM OWNER OR OPERATOR TO WHO’S TRANSMISSION LINES THE PROJECT ENTER-CONNECTS, THE PHONE OR OTHER COMMUNICATIONS PROVIDER OR THE OFF TAKER TO

WHOM OUT PUT AND OR RENEWABLE ENERGY CREDITS FROM THE PROJECT IS TO BE SOLD. ALL OF THEM HAVE RIGHTS TO NOT ONLY PUT STUFF ON THE PROPERTY BUT ALSO THE LANDOWNERS ADDITIONAL PROPERTIES NO IN THE PROJECT. PAGE 13 SECTION 5.2: THE TITLE IS NO REQUIRED CONSTRUCTION OR PRODUCTION, THIS KIND OF SPEAKS FOR ITSELF. SECTION 6.1: COMPLIANCE WITH LAW. IN CONDUCTING IT OPERATION ON THE PROPERTY TENANTS SHALL COMPLY IN ALL MATERIAL RESPECTS WITH ALL THE LAWS, HOWEVER TENANT MY CONTEST THE VALIDITY OR APPLICABILITY OF ANY LAW INCLUDING ANY PROPERTY TAX, TO TENANT THE PROJECT THE OPERATIONS OR ANY OTHER ACTIVITY OR PROPERTY OF TENANT OR TENANTS AFFILIATE BY APPROPRIATE LEGAL PROCEEDINGS BROUGHT IN THE NAME OF TENANT OR IN THE NAMES OF BOTH TENANT AND OWNER WHERE APPROPRIATE OR REQUIRED. SO PRETTY MUCH THEY WILL FOLLOW THE LAW AS LONG AS THEY AGREE TO IT AND IF NOT, THEY WILL CONTEST IT. SECTION 6.2: LOCATION OF PROJECT AND CARE AND APPEARANCE. WE HAVE HEARD ONE OF THE LANDOWNERS THAT HAS SIGNED AN INTENT DOCUMENT AND THEY SAID THEY WOULD PARTNER WITH SOMEONE FROM PURDUE TO WORK DETERMINING THE PROJECT THAT PRETTY MUCH SUMS UP THE OWNERS IS ABLE TO CONSULTS BUT IT IS ADVISORY ONLY, THEY DON'T HAVE TO DO ANYTHING THE OWNER SAYS AFTER THEY SIGN THE CONTRACT. NEXT PAGE THAT YOU GUYS HAVE IS PAGE 19. I HIGHLIGHTED 7.3 AND 7.4 BUT I'M NOT GOING TO READ THEM 7.5: IS CORROBORATION AND IF YOU FLIP TO PAGE 20, I'M GOING TO READ THE LAST SENTENCE FROM THAT. WITHOUT LIMITING THE GENERALITY OF THE FORGOING IN CONNECTION WITH ANY APPLICATION BY TENANT FOR A GOVERNMENTAL PERMIT APPROVAL, AUTHORIZATION, ENTITLEMENT OR OTHER CONSENT OWNER AGREES AND SHALL USE REASONABLE EFFORTS TO CAUSE SUCH OTHER PERSON TO AGREE, NOT TO OPPOSE IN ANY WAY WHETHER DIRECTLY OR INDIRECTLY ANY SUCH APPLICATION OR APPROVAL AT ANY ADMINISTRATIVE OR JUDICIAL OR LEGISLATIVE LEVEL. SO PRETTY MUCH AFTER YOU SIGN THIS CONTRACT YOU HAVE AGREED TO DO NOT ONLY WHAT THEY ASK, BUT ALSO CONVINCED OTHERS. NEXT PAGE 21 – 7.7: THIS IS THE CONFIDENTIALITY CLAUSE IT IS LONG AND I'M NOT GOING TO READ IT, BUT THAT IS WHY YOU GUYS HAVEN'T SEEN A COPY OF THIS. SECTION 7.8 – DIVISION OF LEASE, PRETTY MUCH JUST STATES THAT AT ANYTIME THEY CAN SEPARATE THIS LEASE AND MAKE MULTIPLE PROJECTS OUT OF IT. NEXT PAGE IS 30 – I AM AGAIN GOING TO QUOTE LEE MCNEELY FROM THE BZA MEETING. HE WAS REFERRING TO A NORTH CAROLINA STATE UNIVERSITY A CLEAN ENERGY TECHNOLOGY CENTER STUDY “WHAT THAT STUDY SHOWED AND I'M QUOTING – THE HEALTH AND SAFETY IMPACT OF HAZARDOUS MATERIALS, ELECTROMAGNETIC FIELDS, ELECTRO SHOCK AND ARC FLASH WE HAVE FOUND TO BE NEGLIGIBLE”. SO, I LOOKED THE DEFINITION OF NEGLIGIBLE UP - SO SMALL OR UNIMPORTANT AS TO BE NOT WORTH CONSIDERING, INSIGNIFICANT. NOW IF YOU WILL REFER TO SECTION 10.4 THERE IS TWO SEPARATE PARAGRAPHS ABOUT SAFETY MEASURES AND WAIVER AND RECOGNITION. ONE OF THOSE PARAGRAPHS IS IN ALL CAPITAL LETTERS, THE FIRST SENTENCE STATES OWNER IS AWARE OF RISK ASSOCIATED WITH ELECTROMAGNETIC AND STRAY VOLTAGE RESULTING FROM THE PRODUCTION IN TRANSMISSION OF ELECTRICITY AN KNOWINGLY WAIVES ALL CLAIMS RESULTING FROM THESE CAUSES. AN OWNER SHALL HAVE NO RIGHT TO INDEMNITY PURSUIT TO SECTION 10.3 FOR ANY SUCH CLAIMS. IT REALLY DOESN'T FIT THE DEFINITION OF NEGLIGIBLE TO ME. NEXT YOU HAVE PAGE 34 SECTION 10.16 IS INTERESTING BUT I'M NOT GOING TO READ IT. SECTION 10.19 ENTIRE AGREEMENT MODIFICATIONS CONFLICTS: THIS STATES IF IT DOESN'T MAKE IT INTO THE CONTRACT IT IS NOT LEGALLY BINDING. SO, I ALSO WANTED TO ADDRESS REAL QUICK. THIS IS GOVERNOR HOLCOMB'S EXECUTIVE ORDER

ON COVID RESTRICTIONS. THIS WENT INTO PLACE YESTERDAY. COUNTIES IN ORANGE CAN HOLD EVENTS OR GATHERINGS WITH 50 PEOPLE MAXIMUM, RED COUNTIES MAXIMUM SI 25 PEOPLE. IF A PLANNED EVENT OR GATHERING WILL HAVE MORE THEN 50 IN AN ORANGE COUNTY OR 25 IN A RED COUNTY A SAFETY PLAN MUST BE SUBMITTED TO THE HEALTH DEPARTMENT. DO YOU KNOW IF THAT HAS BEEN SUBMITTED FOR THE PUBLIC HEARING YET? ROSS ASKED FOR, AND NEWKIRK ADVISED THE DECEMBER 1, 2020 PUBLIC HEARING FOR THE PLAN COMMISSION. ROSS ADVISED WE ARE STICKING TO THE SAME GUIDELINES THAT WE HAVE FOR IN HEAR RIGHT NOW. NEWKIRK ADVISED THEY SAID THEY WOULD SET UP CHAIRS IN THE HALLWAY FOR THE MEETING, SHE WASN'T SURE IF THIS WENT AGAINST THE RULES, THE PLAN HAS TO BE SUBMITTED TOMORROW. ROSS SAID HE DOESN'T RECALL THE DISCUSSION OF THE CHAIRS IN THE HALLWAY, HE ASKED DESIREE ABOUT IT. SHE ADVISED HER AND DOUG WARNECKE DISCUSSED THAT, THEY WILL HAVE CHAIRS IN THE HALLWAYS ENOUGH FOR 50 PEOPLE AND IF WE HAPPENED TO GO TO A RED COUNTY, WE WILL HAVE ENOUGH FOR 25 PEOPLE. SO DECEMBER 1ST IS 15 DAYS AWAY, ANYTHING CAN CHANGE EVERYTHING IS RE-EVALUATED DAILY, WITH THE COVID RESTRICTIONS CHANGING ALL OF THE TIME, CAN YOU GUYS GUARANTEE THAT THE PUBLIC HEARING WILL BE ABLE TO TAKE PLACE ON DECEMBER 1, 2020? ROSS ADVISED THAT DOESN'T HAVE ANYTHING TO DO WITH US. NEWKIRK, WHAT YOU GUYS CAN GUARANTEE IS THAT NO SOLAR COMPANY CAN APPLY DURING THAT TIME PERIOD, IF THE PUBLIC HEARING IS DELAYED BECAUSE OF THE COVID PANDEMIC. ROSS ADVISED THAT IS FINE BUT MOVE FORWARD WITH YOUR POINTS. NEWKIRK ADVISED IT IS UNFAIR TO SHELBY COUNTY RESIDENCE THAT THEY SHOULD HAVE TO WORRY ABOUT THEIR VOICES NOT BEING HEARD BECAUSE OF A PANDEMIC, WHILE COMMERCIAL SOLAR COMPANIES PLANS WON'T BE AFFECTED BY THE SAME PANDEMIC. SO I AM ASKING FOR A MORATORIUM BASED ON THE PLAN COMMISSION HAS DEVELOPED A DRAFT AMENDED ORDINANCE AND WE DO HAVE A PUBLIC HEARING SCHEDULED AND THE PUBLIC HEARING HAS TO TAKE PLACE FOR THEM TO BE ABLE TO VOTE ON IT. IT DOESN'T HAVE TO BE 6 MONTHS, IT COULD BE 3 MONTHS OR EVEN 2 MONTHS, BUT IT SEEMS UNFAIR TO THE PEOPLE OF SHELBY COUNTY THAT THERE COULD BE A CHANCE THAT THEIR VOICES WON'T BE HEARD BEFORE ANOTHER COMPANY CAN APPLY OR 3 COMPANIES THAT ARE IN THIS COUNTY RIGHT NOW. SO THAT IS WHAT I AM ASKING. PARKER ADVISED HE BELIEVES COMMISSION MEETING THEY MIGHT HAVE SAID THEY FELT THERE WOULDN'T BE ANY SOLAR COMPANY BRING ANY PLANS TO THE PLAN COMMISSION UNTIL THE LAST QUARTER OF 2021. DESIREE AND ROSS ADVISED THEY DON'T REMEMBER THAT BEING BROUGHT UP IN THE MEETING BUT THOUGHT IT MIGHT HAVE BEEN MENTIONED WHEN THE GROUP WAS TALKING TO RYAN GALERIA OUTSIDE AFTER ONE OF THE MEETINGS. THESE COMPANIES ARE OFFERING A LOT OF MONEY AND GETTING PUSHY. THERE IS NO GUARANTEE THAT IF THE GOVERNMENT SHUTS DOWN AGAIN, THAT THEY WON'T PUT AN APPLICATION IN BECAUSE YOU GUYS STILL HAVE TO DO YOUR PAPERWORK. NEWKIRK SAID THIS IS HER THOUGHTS AND IT WOULD BE SAD IF THEY DON'T GET TO VOTE ON THIS BEFORE APPLICATIONS COME IN BECAUSE THE PLAN COMMISSION HAS WORKED HARD TO DO THIS ORDINANCE IN A SHORT AMOUNT OF TIME.

KYLE BARLOW:

KYLE PRESENTED THE COMMISSIONERS WITH A POWERPOINT TODAY. THIS POWER POINT TALKED ABOUT THE DIRTY SOLAR, AND INCLUDED MAPS OF THE MISO ENERGY CONNECTION REQUEST, HE ALSO SHOWED A MAP OF THE CORN PRODUCTION ACREAGE BY COUNTY. BASICALLY, SOLAR IS TRYING TO TAKE OVER THE PRIME FARMLAND IN THE MIDWEST. WHY ARE THESE COMPANIES NOT GOING TO THE DESERT AREAS? HE ALSO SHOWED A VIDEO FROM MADISON COUNTY COUNCIL MEETING, WHERE ONE OF THE COUNCIL MEMBERS WAS PRETTY MUCH HARASSED AND SAID HE WOULD HOPE THAT THE OTHER COUNCIL MEMBERS WOULD NOT LIKE THAT KIND OF BUSINESS IN THE AREAS. KYLE THEN SHOWED A PICTURE OF A SOLAR FARM THAT IS 300-400 ACRES AND LET THE COMMISSIONERS KNOW THAT THE SOLAR COMPANY (SPOWER) WOULD BE THREE TIME THIS PICTURE.

PARKER ADVISED BECAUSE OF THAT LAWSUIT, MAYBE IT DIDN'T GET PASSED BUT I WANTED TO BRING THAT OUT. SHELBY COUNTY BOARD OF ZONING WAS SUED BY THIS COMPANY THEN THEY COME BACK IN HERE AND EXPECT US TO PASS DRAINAGE JUST AT THE FLIP OF A SWITCH.

SHERIFF:

N/A

HIGHWAY:

ANDERSON ADVISED THEY GOT THE RUMBLE STRIPS PUT DOWN AT 400 N & LONDON ROAD. ALSO, THEY HAVE A NEW FLASHER UP DOWN AT ST. PAUL.

CLAIMS:

N/A

TRANSFER/ADDITIONALS:

N/A

MISCELLANEOUS:

N/A

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD. A MOTION TO ADJOURN WAS MADE BY PARKER SECONDED BY ROSS, APPROVED 2-0

AYE:

NAYE:

ATTEST:

AMY L. GLACKMAN

SHELBY COUNTY AUDITOR