

ORIGINAL

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, March 19, 2018 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN ST.
MUNCIE, IN 47305

ROLL CALL

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

APPOINTMENT

Mr. Rick Spangler, Human Resource Director, asked that an Insurance Committee be started with seven members from Delaware County Government Offices.
Commissioners agreed.

TABLED BUSINESS

Yorktown Public Library Board appointment and Medicaid for Inmates agreement remain tabled.

Commissioner Riggin asked that Mr. John Brooke, Commissioners Attorney, get with Council President, Mr. Ron Quakenbush regarding Yorktown Public Library Board.

APPROVAL OF MINUTES

MOTION: Commissioner Henry made a motion to approve March 5, 2018 Minutes.

SECOND: Commissioner Riggin

YEAS: Commission Riggin, Commissioner Henry, President King

PRESENTATIONS TO COMMISSIONERS

BID OPENING – BR #204 – REPLACEMENT

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

SECOND: Commissioner Riggin

YEAS: Commission Riggin, Commissioner Henry, President King

A bid tabulation was provided after the Commissioners meeting.

BID DATE: March 19, 2018 BID TIME: 8:50 A.M. DELAWARE CO., INDIANA 1 COMMUNITY CROSSING PROJECT DELAWARE COUNTY BRIDGE 204 REPLACEMENT				
NO. ITEM/DESCRIPTION	HOOSIER PRIDE EXCAVATING, INC.	BEATY/CONSTRUCTION, INC.	DUNCAN ROBERTSON, INC.	
1	CONSTRUCTION ENGINEERING	\$4,500.00	\$6,000.00	\$7,500.00
2	MOBILIZATION & DEMOBILIZATION	\$15,000.00	\$31,725.00	\$22,500.00
3	CLEARING OF RIGHT OF WAY	\$4,500.00	\$20,000.00	\$9,000.00
4	PRESENT STRUCTURE REMOVAL	\$49,031.00	\$163,409.91	\$50,000.00
5	EXCAVATION, WET	\$14,250.00	\$85,500.00	\$5,700.00
6	EXCAVATION, FOUNDATION, UNCLASS.	\$3,939.00	\$12,120.00	\$6,080.00
7	SUBGRADE TREATMENT, TYPE II	\$5,128.00	\$8,493.25	\$3,846.00
8	AGGREGATE FOR END BENT BACKFILL	\$13,020.00	\$14,105.00	\$14,105.00
9	COMPACTED AGGREGATE NO. 53 BASE	\$4,988.00	\$5,160.00	\$6,020.00
10	CC/CA-HMA, 2.64 SURFACE 9.5MM	\$6,450.00	\$6,020.00	\$6,880.00
11	CC/CA-HMA, 2.64 INTERMEDIATE 19.0MM	\$7,455.00	\$7,100.00	\$7,810.00
12	ASPHALT FOR TACK COAT	\$129.25	\$103.40	\$103.40
13	REINFORCED CONCRETE APPROACH, 10 IN.	\$9,630.00	\$12,840.00	\$13,910.00
14	GEOTEXTILES	\$1,050.00	\$1,275.00	\$1,050.00
15	RIPPAP, CLASS 1	\$4,455.00	\$5,022.00	\$6,075.00
16	MOB/DEMOB FOR SEEDING	\$300.00	\$325.00	\$360.00
17	MULCHED SEEDING R	\$1,277.00	\$1,194.28	\$1,431.50
18	WATER	\$12.40	\$62.00	\$68.20
19	PILE, 14" DIAMETER	\$17,440.00	\$30,520.00	\$21,800.00
20	CONCRETE, C, SUBSTRUCTURE	\$74,139.00	\$85,545.00	\$96,951.00
21	REINFORCED BARS, EPOXY COATED	\$23,807.30	\$25,877.50	\$31,053.00
22	6" END BENT DRAIN	\$808.00	\$909.00	\$808.00
23	INSTALLATION OF E&H STEEL PACKAGE	\$65,057.00	\$85,000.00	\$115,000.00
24	SURFACE SEAL	\$3,500.00	\$1,600.00	\$6,500.00
25	EROSION SEDIMENT CONTROL	\$4,000.00	\$6,800.00	\$7,500.00
26	MAINTENANCE OF TRAFFIC	\$2,500.00	\$5,000.00	\$10,000.00
27	CONSTRUCTION SIGN TYPE A	\$1,400.00	\$1,200.00	\$2,000.00
28	DETOUR ROUTE MARKER ASSEMBLY	\$2,000.00	\$1,400.00	\$2,200.00
29	BARRICADE TYPE IIIA	\$1,104.00	\$960.00	\$624.00
30	BARRICADE TYPE IIIB	\$1,656.00	\$1,440.00	\$936.00
31	ROAD CLOSURE SIGN ASSEMBLY	\$1,500.00	\$1,375.00	\$1,250.00
32	EXCAVATION, COMMON	\$400.00	\$1,040.00	\$1,400.00
33	BORROW	\$8,640.00	\$12,720.00	\$9,600.00
34	6" DEISE GRADED SUBBASE	\$1,350.00	\$1,980.00	\$1,350.00
	TOTAL BID	\$354,373.95	\$663,841.34	\$471,391.10

BARRY RITTER - PRESENTATION TO THE COMMISSIONERS
ABOUT 911 SERVICE AND COSTS

Mr. Barry Ritter, Ritter Strategic Services, LLC, presented the addendum of the Ritter Strategic Services LLC. Mr. Ritter presented the abstract for data contained in the report for the purposes of funding consideration and board composition. Mr. Ritter presented detailed information regarding the report and how the funding is done.

Mr. Ron Quakenbush, Council President, asked for an explanation from the Commissioners about the facility and equipment and the entity that paid for it.

President King said the Commissioners paid for equipment, share of insurance, employees, lease payment with AT&T, the building and consoles.

Mr. Brooke recommended that the Commissioners approve the next phase and addendum to the Ritter Strategic Service contract.

MOTION: Commissioner Henry made a motion to approve the addendum to the Ritter Strategic Service contract.

SECOND: Commissioner Riggin

YEAS: Commission Riggin, Commissioner Henry, President King

Ritter Strategic Services LLC
Delaware County Board of Commissioners
Addendum 1 to Appendix "A"

ORIGINAL

In accordance with the Terms of Appendix "A" of the Master Agreement between Ritter Strategic Services, LLC ("Provider") and the Delaware County, Indiana Board of Commissioners, the ("Client"), dated November 20, 2017, this Addendum is made for the continuation of professional services by the Provider.

Task 1

Preliminary evaluation of the PSAP was completed to establish baseline operations for agencies serving the City of Muncie. The evaluation will need additional work as the future of the PSAP is determined during Task 2 & 3.

Task 2

The dispute has not been resolved with the Mayor, City of Muncie. Issues and priorities have changed during planning sessions between Client and City officials, which changes the work effort of Provider. Provider has submitted the Funding Option / Board Composition Report to the Client that had been requested by the City. Additional information was received from the City of Muncie, delaying any resolution from information contained in the report.

Task 3

Action on Task 3 is dependent upon the resolution in Task 2.

Terms

Provider is unable to determine the duration of this effort or hours required to complete the tasks. The deliverable will remain undefined until such time that the City of Muncie determines their position.

The professional services provided by Ritter Strategic Services are offered as Time and Materials for the duration of the project at a rate of \$ 125.00 per hour.

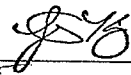
Client:

By: _____

Printed Name: _____

Title: _____

Date: _____



James King
Delaware County Commissioner
President
03-12-2018

Ritter Strategic Services, LLC

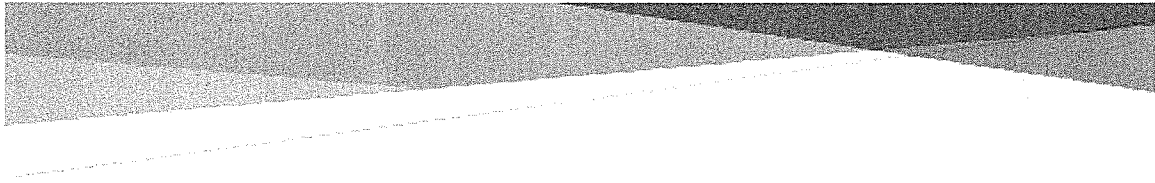
By: _____

Barry C. Ritter

Vice President

3-12-18

Full view of Delaware County PSAP report is available at the Auditor's Office



DELAWARE COUNTY PSAP

Funding and Board Composition

Abstract

Data contained in this report is for the purposes of funding consideration and board composition

Barry.ritter@ritterstrategicservices.com

Barry Ritter

RESOLUTIONS FOR APPROVAL
IDENTIFYING SIX TAX SALE CERTIFICATES
TO BE ASSIGNED TO A NONPROFIT CORPORATION #6
RESOLUTION NO. 2018-013

Ms. Janet Kesler, Tax Sale Clerk, presented Resolution 2018-013, Identifying Tax Sale Certificates. Public Hearing is scheduled for April 16, 2018.

MOTION: Commissioner Riggin made a motion to approve Resolution 2018-013, Identifying Tax Sale Certificates to be assigned to a Nonprofit #6 (amended from 3 to 6).

SECOND: Commissioner Henry

YEAS: Commission Riggin, Commissioner Henry, President King

ORIGINALRESOLUTION 2018-013RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE,
INDIANA, IDENTIFYING THREE TAX SALE CERTIFICATES TO BE ASSIGNED TO A
NONPROFIT CORPORATION nc

WHEREAS, Indiana Code 6-1.1-24-17 sets out the procedures for assigning tax sale certificates to a nonprofit corporation.

WHEREAS, there is six parcels in Delaware County that have been in one or more tax sales and have taxes that are severely delinquent. These parcels will be offered to a nonprofit corporation. The parcels are identified as follows:

18-02-34-160-010-000-025	312 N MADISON Gaston	PT SW QTR NW QTR S34 T22 R09 0.180 AC	Cert #: 181701449	DEL. Taxes: \$174.40
18-02-34-160-015-000-025	400 N MADISON Gaston	PT S HLF NW QTR S34 T22 R09 1.310 AC	Cert #: 181701450	DEL. Taxes: \$799.44
18-14-06-385-005-000-026	14400 W HAZEL Daleville	KETCHUMS ADD PT LOT 3 S5 T19 R09 .09 AC	Cert #: 181701489	DEL. Taxes: \$316.63
18-07-31-400-041-000-003	4001 Adj N Everett Muncie	E HLF SE QTR S31 T21 R10 1.280 AC	Cert #: 181700223	DEL. Taxes: \$1,437.54
18-11-04-176-009-000-003	2800 N Wheeling Muncie	NORTHTON SEC A Lot # 1	Cert #: 181700152	DEL. Taxes: \$42,514.72
18-11-16-205-008-000-003	501 W Jackson Muncie	SCHOOL SEC N 80FT Lot # 1	Cert #: 181700767	DEL. Taxes: \$11,387.89

WHEREAS, the Board of Commissioners intends to accept written applications from nonprofit corporations who satisfy the requirements of Indiana Code 6-1.1-24-17 who desire to have the identified tax sale certificates assigned to them.

WHEREAS, the Board of Commissioners hereby sets a public hearing on the 16th day of APRIL, 2018 at 9:00 a.m. in the Delaware County Commissioner's Courtroom, Room 309, 100 West Main Street, Muncie, Indiana 47305 to discuss the assignment of said tax sale certificates.


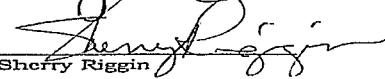
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Indiana that:



Section One. The Delaware County Board of Commissioners hereby identifies the tax sale certificates that the Board desires to assign to a nonprofit entity. Said tax sale certificates are described above.

Section Two. The Delaware County Board of Commissioners hereby sets a public hearing on the 16th day of APRIL, 2018 at 9:00 a.m. in the Delaware County Commissioner's Courtroom, Room 309, 100 West Main Street, Muncie, Indiana 47305 to discuss the assignment of said tax sale certificates.

Section Three. The Delaware County Board of Commissioners shall publish a notice regarding the public hearing and will process applications and transfer the parcels in accordance with Indiana Code 6-1.1-24-17.

Passed and adopted by the Commissioners on the 19 day of March, 2018.


James King, President

Sherry Riffin

 ORIGINAL
Shannon Henry
ATTEST 
Steve Craycraft, Auditor

DEPARTMENT HEADS AND ELECTED OFFICIALS
ALL STEEL CARPORTS

Ms. Angie Moyer, Project Manager, said the traffic count showed an average count of 204 cars per day. At this time, Ms. Moyer does not know if All Steel Carports will still want to do a vacate of the property. A Public Hearing would need to be held, should this be considered.

PARCEL #03-23-289-009-000 / MICHAEL HINES

Ms. Kesler said Mr. Michael Hines property is abutting the parcel and Hines is requesting to obtain the property. The property is in the Commissioners name.

President King said a process still has to be followed.

Mr. Brooke said notices have been sent to abutting property owners and now they are waiting on bids to come in. No bids have been received. Mr. Hines has been advised and informed of the process. Mr. Brooke recommended that this consideration is tabled.

Ms. Jeni Honeycutt, Commissioners Executive Assistant, spoke to Mr. Hines. Ms. Marta Moody and Ms. Moyer had researched the strip of land. The strip of land, back in the 1950's belonged with the parcel but then an error was found which divided the parcel. .

Commissioner Henry asked that Ms. Honeycutt contact Mr. Hines again regarding his interest.
 MOTION: Commissioner Henry made a motion to table the parcel until Mr. Hines is contacted.
 SECOND: Commissioner Riggan
 YEAS: Commission Riggan, Commissioner Henry, President King

PARCEL #11-16-432-003-000/ RUDOLPH SPAULDING

Mr. Rudolph Spaulding III asked to purchase parcel #11-16-432-003-000.

Mr. Brooke said there is a platted alley that exists on the property. Mr. Brooke told Mr. Spaulding information regarding the process he would need to follow to obtain the property.

CAFO PERMITS

*President King asked the Commissioners to hold building permits for CAFO'S. King asked that Ms. Moody and Mr. Brooke work on the further regulations.

Commissioner Riggan said she did not know that they were looked at in 2007 and 2009.

President King said there are five CAFO's in Delaware County. This should have started with the Planning Commission and once it was voted on, it would be brought before the Commissioners.

Mr. Brooke provided to the Commissioners an executive summary of surrounding counties on capital regulations and information gathered from March 8, 2018 public meeting. Ms. Moody and Mr. Brooke will work together and then take any changes before the Planning Commission, once approved, the second reading would come to the Commissioners on May 21, 2018.

MOTION: Commissioner Riggan made a motion to hold building permits until Ms. Moody and Mr. Brooke can review zoning regulations.

SECOND: Commissioner Henry
 YEAS: Commission Riggan, Commissioner Henry, President King

Ms. Moody confirmed that the building permits should remain on hold.

The Commissioners agreed.

President King said IDEM is the one who gives the permits out. Regulations would go through Plan Commissioner.

Ms. Moody said some of these issues should go to their State Legislators.

PURCHASE AGREEMENT WITH ASONS
Commercial industrial real estate

Mr. Brooke presented the purchase agreement for 3100 S Tillotson for \$2,850,000, subject to appraisals.

MOTION: Commissioner Henry made a motion to approve the purchase agreement for \$2,850,000.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

President King commented regarding the Jail Project/Plan and the reach out. The project is being researched and the county is being transparent regarding the project. This is a request from the State.

Mr. Ron Quakenbush said Delaware County was under a federal mandate when the previous Jail was built. The Ason's building came up for sale. Economic development income tax (EDIT) is being used, so this means the building can be used for anything.

Listing Broker (Co.) Coldwell Banker Commercial Lunsford () By Monte Brown/Jim Mochal ()
Selling Broker (Co.) Coldwell Banker Commercial Lunsford () By Jim Mochal /Monte Brown ()



I got people with the signature

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE

ORIGINAL

DATE: March 19, 2018

A. PARTIES: Beeson Commercial LLC ("Seller")
agrees to sell and convey to the Board of Commissioners of Delaware County, Indiana ("Buyer")
and Buyer agrees to buy from Seller the following property for the consideration and subject to the following:

B. PROPERTY: The property is commonly known as 3100 S Tillotson
in Center Township, Delaware County, Muncie Indiana, 47302
including all buildings and permanent improvements and fixtures attached owned by Seller; all privileges, easements and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guaranties relating to the property being sold, and any personal property specified herein; all of the above referred to as the "Property," the legal description of which is (attached as Exhibit "A") (described as follows): Parcel ID 1120351006000

; subject to exact determination by survey pursuant to Paragraph J.
The following items of personal property are INCLUDED in the sale: None

All other personal property and the following additional items are EXCLUDED from the sale: _____

C. PRICE: The purchase price shall be Two Million, Eight Hundred Fifty Thousand Dollars
(\$ 2,850,000.00), payable (in cash at closing) (in accordance with the terms and conditions in this Agreement).

D. EARNEST MONEY: Buyer submits \$ 50,000.00 as Earnest Money to be held by IN Title Company

as Escrow Agent within 7 days of execution and receipt of this Agreement by both parties. If Buyer fails for any reason to timely submit Earnest Money, Seller may terminate this Agreement upon notice to Buyer prior to Escrow Agent's receipt of the Earnest Money. The Earnest Money shall be applied to the purchase price at closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement. The Escrow Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party. Before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, Escrow Agent has the right to require from all parties a written release of liability of the Escrow Agent, termination of the Agreement and authorization or court order to disburse the Earnest Money. If the Escrow Agent is the Listing Broker ("Broker") described above, Broker shall be absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

E. ADDITIONAL PROVISIONS: Included in this Agreement are the following addenda: (Place an "X" on the appropriate line or lines)
 Financing Addendum Feasibility Study Addendum
 Leased Property Addendum Exchange Addendum
 Zoning/Governmental Approval Addendum Representations & Warranties of Seller Addendum
 Alternative Dispute Resolution Addendum Lead-Based Paint Disclosure Addendum
 Addendum to Purchase Agreement

F. CLOSING: The closing of the sale shall take place at (the Title Company) (IN Title Company) on or before _____ or within 10 days after the end of both the Inspection Period and any of the periods described in any of the above referenced Addenda which are part of this Agreement, whichever is later, (the "Closing Date") or this Agreement shall terminate unless the Closing Date is changed in writing by Seller and Buyer, or otherwise extended pursuant to this Agreement.

G. POSSESSION: The possession of the Property shall be delivered to Buyer, subject to the rights of tenants in possession, if any, in its present condition, ordinary wear and tear excepted, on the Closing Date. Seller shall maintain the Property, including

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_____ receipt of Phase 1 ESA _____, the Property shall be deemed to be acceptable. If Buyer determines that the environmental condition is unsatisfactory, Seller shall have a reasonable period of time, not to exceed 60 days, to remediate the condition to Buyer's satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

(B) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at _____ (Seller's) (Buyer's) expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, mold, water, storm and waste sewer, well/septic, geotechnical, other: _____. If Buyer, in its reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer shall report such defect in writing to Seller within 5 days of completion of inspections. If Buyer does not make a written objection to any problem(s) revealed in the report(s) within such time period, the Property shall be deemed acceptable to Buyer. Seller shall have a reasonable period of time, not to exceed _____ days, to repair any such major defect to Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to repair, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

(C) **Waiver of Inspections:** BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTION DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE, AND BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THIS AGREEMENT. HOWEVER, BUYER WAIVES THE RIGHT TO OBTAIN INSPECTIONS AND RELIES UPON THE CONDITION OF THE PROPERTY BASED UPON BUYER'S OWN EXAMINATION AND RELEASES SELLER AND LISTING AND SELLING BROKER(S) FROM ANY AND ALL LIABILITY RELATING TO ANY PROBLEM, DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH RELEASE SHALL SURVIVE THE CLOSING.

Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents and shall indemnify, defend and hold harmless Seller as to any injury to persons or damage to their property resulting from the negligence of Buyer or its agents in conducting their activities on the Property.

K. **PRORATIONS AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing, Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after acceptance of this Agreement.

L. **SALES EXPENSES:** All sales expenses are to be paid in cash prior to or at the closing as follows in addition to the other items described in this Agreement.

ITEM	(Check the applicable party who pays)	
	Seller	Buyer
1. Release of existing loans and recording releases	<input checked="" type="checkbox"/>	_____
2. Closing Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Preparation of Deed and Vendor's Affidavit	<input checked="" type="checkbox"/>	_____
4. New or assumed loan fees	_____	<input checked="" type="checkbox"/>
5. Title search fee	<input checked="" type="checkbox"/>	_____
6. Title Policy Premium-Owner	<input checked="" type="checkbox"/>	_____
7. Title Policy Premium-Lender	_____	<input checked="" type="checkbox"/>
8. Other Title Company Costs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

M. **DEFAULT:** If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity, or terminate this Agreement and receive the Earnest Money as liquidated damages. If Seller breaches this Agreement, Buyer may terminate this Agreement and receive a refund of the Earnest Money, or Buyer may seek specific performance or any other remedy provided by law or equity. In the event of Seller default, Seller shall immediately be obligated to pay all brokerage commissions that would have been paid had this transaction closed. In the event of Buyer default, commissions may also be due and payable pursuant to the terms of the applicable brokerage agreements.

N. **DUTIES OF BUYER AND SELLER AT CLOSING:**
1. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, except as otherwise provided in this Agreement, the following:

- (A) A duly executed and acknowledged Limited Warranty Deed conveying marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted Exception(s);
- (B) A pro-forma Owner's Policy of Title Insurance or marked up title commitment (the "Title Policy") issued by the Title Company in the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;
- (C) An executed Vendor's Affidavit in form acceptable to the Title Company;
- (D) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any personal property specified in Paragraph B;
- (E) An assignment, duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent _____ (office use only)

186 assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all service,
 187 maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment
 188 shall include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases
 189 and contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver
 190 evidence of termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;
 191 (F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
 192 (G) Evidence of its capacity and authority for the closing of this transaction;
 193 (H) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real
 194 Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the
 195 transaction is exempt;
 196 (I) All other executed documents necessary to close this transaction.
 197 2. At the closing, Buyer shall perform, at Buyer's sole cost and expense, except as otherwise provided in this
 198 Agreement, the following:
 199 (A) Pay the cash portion of the purchase price in the form of a cashier's check (if the Purchase Price is under \$10,000) or
 200 other immediately available funds. If purchase price is \$10,000 or more, the funds shall be wired unconditionally to closing
 201 agent's escrow account;
 202 (B) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;
 203 (C) Provide evidence of its capacity and authority for the closing of this transaction;
 204 (D) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);
 205 (E) An assumption agreement by Buyer (which may be included in Seller's assignment pursuant to Paragraph N.1(E) above)
 206 with respect to leases assigned to Buyer and contracts, if any, which Buyer has agreed to assume. Such assumption
 207 agreement shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising under such leases
 208 and contracts assumed by Buyer from and after the Closing Date;
 209 (F) Execute all other documents necessary to close this transaction.
 210 O. CONDEMNATION: Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings
 211 against any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate
 212 this Agreement by written notice to Seller within seven (7) days after Buyer is advised of the commencement of
 213 condemnation proceedings, or (2) appear and defend in any condemnation proceedings, and any award shall, at Buyer's
 214 election, (a) become the property of Seller and reduce the purchase price by the same amount or (b) shall become the
 215 property of Buyer and the purchase price shall not be reduced.
 216 P. MISCELLANEOUS:
 217 1. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed
 218 as received by facsimile (with a copy sent by United States mail), express courier or United States mail (postage prepaid,
 219 certified and return receipt requested) addressed to Seller or Buyer or their designee at the address set forth below
 220 the signature of each party.
 221 2. This Agreement shall be construed in accordance with the laws of the State of Indiana.
 222 3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at
 223 11:59 p.m. of the date stated unless the parties agree otherwise in writing.
 224 4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives,
 225 successors, and assigns. No assignment of this Agreement shall release a party from liability for its obligations hereunder.
 226 5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,
 227 or unenforceability shall not affect any other provision.
 228 6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
 229 7. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission
 230 to a Multiple Listing Service or other advertising media, if any, to publish information regarding this transaction.
 231 8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan
 232 brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and
 233 contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and
 234 Seller are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
 235 9. Buyer discloses to Seller that Buyer is licensed and holds License # _____ Seller discloses to
 236 Buyer that Seller is licensed and holds License # _____
 237 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
 238 11. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to
 239 this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
 240 12. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that
 241 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
 242 document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or
 243 more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same
 244 instrument.
 245 13. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all
 246 necessary action to execute and deliver this Agreement on behalf of such party.

(office use only)

247 Q. FUTHER CONDITIONS (List any additional provisions):
 248 If property is not purchased by buyer for any reason then earnest money will be returned to buyer. Seller to pay 2016
 249 property taxes payable 2017 and 2017 property taxes payable 2018. Offer is contingent upon the real estate being
 250 purchased for the fair market value which shall be defined as a price which is the average of two appraisals submitted
 251 to the Commissioners or \$2,850,000 which ever is lower. Therefore if the average of the two appraisals is \$2,900,000
 252 then the purchase price shall be \$2,850,000. However if the average of the two appraisals is \$2,000,000 then the
 253 purchase price shall be \$2,000,000. Closing to occur within 30 days from the day the appraisals are returned.
 254 _____
 255 _____
 256 _____
 257 _____
 258 _____
 259 _____
 260 _____
 261 _____
 262 _____
 263 _____
 264 _____
 265 _____
 266 _____

267 R. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document,
 268 they should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it
 269 relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer,
 270 environmental engineer, or other person, with experience in evaluating the condition of the property, including the possible
 271 presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

272 S. CONFIRMATION OF AGENCY RELATIONSHIPS: Buyer and Seller acknowledge that each has received agency office policy
 273 disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that
 274 they understand and accept agency relationships involved in this transaction.

275 T. TERMINATION OF OFFER: Unless accepted by Seller and delivered to Buyer by _____ 5:00 _____ (A.M.) (P.M.)
 276 (Noon) , the _____ 23rd _____ day of _____ March _____ 2018 _____, this Purchase Agreement
 277 shall be null and void and all parties shall be released of any and all liability or obligations.
 278 _____
 279 _____

280 BUYER'S SIGNATURE _____	DATE _____	BUYER'S SIGNATURE _____	DATE _____
281 PRINTED _____		PRINTED _____	
282 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER _____		(AREA CODE) TELEPHONE NUMBER/FAX NUMBER _____	
283 BUYER'S ADDRESS FOR NOTICE PURPOSES _____			

ACCEPTANCE OF PURCHASE AGREEMENT

287 SELLER'S RESPONSE: (Check appropriate paragraph number):
 288
 289 On _____, at _____ A.M. P.M. Noon
 290

- 291 1. The above offer is Accepted.
- 292
- 293 2. The above offer is Rejected.
- 294
- 295 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.
- 296
- 297

298 SELLER'S SIGNATURE _____	DATE _____	SELLER'S SIGNATURE _____	DATE _____
299 PRINTED _____		PRINTED _____	
300 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER _____		(AREA CODE) TELEPHONE NUMBER/FAX NUMBER _____	
301 SELLER'S ADDRESS FOR NOTICE PURPOSES _____			



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MONTHLY/WEEKLY REPORTS

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$908,637.09.

SECOND: Commissioner Henry

YEAS: Commission Riggin, Commissioner Henry, President King

QUESTIONS, COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

Discussion from several taxpayers regarding the pros, cons, personal comments, suggestions, concerns, thanks, considerations, permits and recommendations regarding the CAFO took place.

Ms. Friday Saint Jude spoke about the Jail. Ms. Saint Jude is opposed to the Jail and was upset. Ms. Saint Jude does not believe the elected officials are taking care of their people and the laws are not right.

RECESS

The next meeting for the Commissioner's will be Monday, April 2, 2018.

President James King

Vice President Sherry Riggin

Member Shannon Henry

Auditor, Steven G. Craycraft

Charles E. Craycraft
Chief Deputy Auditor