**President, William Whitehead, called the meeting to order. Members present at the meeting were the following:**

William Whitehead, President

Clarence Hensley, Vice President

Shannon Henry, Member

Dick McIntire, Member

John Landers, Member

Tom Borchers, Surveyor

Brandon Murphy, Attorney

Cindy Harty, Recording Secretary

**President Whitehead** opened the meeting by welcoming the audience and inviting them to participate in the pledge of allegiance.

**APPROVAL OF MINUTES:**

**Mr. Whitehead** entertained a motion for the approval of the July 17, 2017 Drainage Board Minutes.

**Mr. Henry** moved for approval. Motion seconded by Mr. Hensley. Mr. Whitehead abstained from voting due to his absence at July’s meeting. **Motion passed 4-0.**

**OLD BUSINESS:**

No old business is presented to the Board this date.

**NEW BUSINESS**

**#12 Jakes Creek**

**Mr. Borchers** informed the Board that they have a request to release an encroachment on the easement for the storage business, Community Storage.

**Mr. Whitehead** informed Attorney Matt Kelsey to state his name, address and his intent today.

**Mr. Matt Kelsey** approached the Board and stated that he is an attorney with the law firm of Defur Voran located in Muncie, at 400 South Walnut, and is present to represent Community Storage. Mr. Kelsey stated that to his right is Jay Allardt, an official with Community Storage. Mr. Kelsey stated that during some title work on said Community Storage at 5500 N. Wheeling Avenue, located south of the Caldwell Antique Flea Market, they found as follows:

*When the Community Storage building was built approximately eighteen or nineteen years ago, it was built near Jakes Creek, which is a regulated drain for Delaware County, and obviously the Drainage Board has a statutory easement around that drain. When the property was built it was staked at that time in recognition of the county’s easement, but somehow along the way and during construction, the easement unfortunately was not upheld, or at least that is the information that they have now, pursuant to a recent survey that they had done, so it is causing issues with them. Mr. Kelsey stated that there is not a building over the easement, but the structure has a chain link fence around it, and part of the fence and a sign is over the easement, towards Wheeling Avenue. He stated that there is a little bit of the concrete for the drive that is also over the easement. Mr. Kelsey stated that an Encroachment Agreement was provided previously to Mr. Murphy and Mr. Borchers. Attorney Kelsey stated that what they are requesting is that the Board acknowledges the easement and consent to the way it is, and then Community Storage is agreeing that the easement will not be further encroached upon. Mr. Kelsey stated that they are not going to go out there and extend the fence or build another structure in the county’s easement. Mr. Kelsey stated that they need something in writing that would acknowledge the encroachment with the Board’s approval and with the understanding that Community Storage will not do anything further. He stated that this would ensure that the Drainage Board would not make them rip out the sign or alter the fence and so forth. He stated that they provided the Agreement, which memorializes that. Furthermore, Mr. Kelsey stated that said Agreement has the current survey attached. He stated that he has a larger copy that he can distribute that might show the Board exactly what he is talking about, with the easement line being depicted by the yellow highlighting, and you can see where the sign is designated over the easement. Mr. Kelsey stated that he would be happy to answer any questions.*

**Mr. Murphy** stated that he has reviewed the Encroachment Agreement and it does say what Mr. Kelsey described, in that it described what encroachments there are, and asked if Mr. Borchers had looked at this location. Mr. Borchers stated he had visited the site. Mr. Murphy stated that if we enter into the Agreement it would essentially acknowledge that these encroachments exist and they are permitted to continue to exist, but not agreeing to any further additions. Mr. Murphy stated he would leave it up to the Board to decide how they want to handle it.

**Mr. Borchers** stated as far as the sign, it does not hinder the access to the ditch whatsoever, it is just a sign and you can get in between or go around. I feel that everything is in order.

**Mr. Whitehead** asked if there were any questions or comments from the Board members.

**Mr. Henry** moved to approve the Agreement. Mr. McIntire seconded. **Motion passed 5-0.**

**Mr. Kelsey** stated that they have already presented a copy of the Agreement signed by Mr. Allardt, and further stated, “We appreciate your time.”

**MAINTENANCE CLAIMS:**

**Mr. Whitehead** entertained a motion for the approval of the maintenance claims as presented. Mr. Henry so moved. Mr. Landers seconded. **Motion passed 5-0.**

**ADJOURNMENT:**

The meeting adjourned at 2:40 p.m.

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

William Whitehead, President

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

Clarence Hensley, Vice President

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

Shannon Henry, Member

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

Dick McIntire, Member

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

John Landers, Member

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

Cindy Harty, Recording Secretary