

KOSCIUSKO COUNTY COMMISSIONERS

January 15, 2002

The Kosciusko County Commissioners held their regular meeting January 15, 2001 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
BRAD JACKSON	RON ROBINSON, COUNTY ADMINISTRATOR
	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the December 31, 2001 meeting were approved as presented. Claims were signed and approved for payment as presented along with Justice Building Claim #23.

IN THE MATTER OF ANNUAL BOARD OF FINANCE 2002 APPOINTMENT:

Stephanie Esenwein, Kosciusko County Treasurer, stated election of a President for Annual Board of Finance for 2002 was needed. Ronald Truex is the current President.

MOTION:	Brad Jackson	TO:	Elect Ronald Truex as President of the Annual
SECOND:	Avis Gunter		Board of Finance for 2002.
AYE:	2	NAY:	0

Esenwein also stated currently we have thirteen million dollars in nineteen different investments. Eleven at First Source Bank, four at Lake City Bank and four at Flag Star bank located in Wal-Mart. If the economy doesn't change, it is not profitable to use the current sweep account. Esenwein will begin research this spring. The agreement is up at the end of the year. She may find other avenues to invest our monies. In 2000 our investments made over one million dollars. In 2001, our investments made about eight hundred thousand dollars.

IN THE MATTER OF CONTRACT WITH PURDUE FOR THE EXTENSION OFFICE FOR 2002:

Sue Ann Mitchell, Kosciusko County Auditor, presented the 2002 contract between Purdue University and Kosciusko County on behalf of Joan Younce. Mike Miner, Kosciusko County Attorney, reviewed the 2002 contract and stated it read the same as the 2001 contract.

EXTENSION CONTRACTUAL SERVICES AGREEMENT BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF KOSCIUSKO COUNTY, INDIANA

This agreement made this first day of January, 2002 by and between the government of Kosciusko County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the AGRICULTURE and NATURAL RESOURCES, LEADERSHIP and COMMUNITY DEVELOPMENT, CONSUMER and FAMILY SCIENCES, and 4-H and YOUTH DEVELOPMENT position(s), the results of which may be of mutual benefit to the county and others interested in agriculture, home economics, youth, and community development; and,

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WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Kosciusko County and the State of Indiana in the following manner: Extension Service Programs to Include: AGRICULTURE and NATURAL RESOURCES, LEADERSHIP and COMMUNITY DEVELOPMENT, CONSUMER and FAMILY SCIENCES, and 4-H and YOUTH DEVELOPMENT; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. For the support of services which shall extend for a period of one year from the date first written above, the County agrees to contribute to Purdue University the dollar amount specified in the Budget attached and hereby incorporated as part of this Agreement as Attachment A. The specified amounts shall be paid in two installments of one half year each. Invoices will be issued by the University for these installments on or about April 1 and September 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement will be subject to the approvals of both the University's Cooperative Extension Service Director and the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment or release back to the county.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Kosciusko County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action. No one shall be denied the benefits of, or be subject to discrimination, on the grounds of race, color, sex, religion, national origin, age, sexual orientation, disability, or status as Vietnam-era Veteran.
3. The provisions of the Affirmative Action Program adopted by the Commissioners of the County of Kosciusko on January 1, 1998 as applicable are incorporated by reference as part of this agreement.

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4. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract, or lease between the University and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the University by this agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COOPERATIVE EXTENSION SERVICE:

BY Brian L Brewer, Business Manager December 26, 2001
Field Extension Educators

PURDUE UNIVERSITY:

BY Rebecca L. White, Business Manager December 26, 2001
Agriculture Sponsored Programs Services

COUNTY GOVERNMENT:

BY Avis Gunter
County Government Official January 15, 2002

EXTENSION CONTRACTUAL SERVICES AGREEMENT BUDGET
ATTACHMENT A

County: Kosciusko

Period: January 1, 2002 through December 31, 2002

Total Extension Contractual Services Appropriation: \$85,725.00

Appropriation Details:

<u>Appropriation Number</u>	<u>Title</u>	<u>Amount</u>
100-001-31001.000	CONT SERVICES	\$85,725.00
	Total	\$85,725.00

COOPERATIVE EXTENSION SERVICE:

BY Brian L Brewer, Business Manager December 26, 2001
Field Extension Educators

PURDUE UNIVERSITY:

BY Rebecca L. White, Business Manager December 26, 2001
Agriculture Sponsored Programs Services

COUNTY GOVERNMENT:

BY Avis Gunter
County Government Official January 15, 2002

MOTION: Brad Jackson

TO: Approve 2002 contract between Purdue University

SECOND: Avis Gunter

and Kosciusko County.

AYE: 2 NAY: 0

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IN THE MATTER OF VETERANS SERVICE OFFICER NOTICE OF APPOINTMENT:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Veteran Service Officer Notice of Appointment for the Commissioners to sign. Avis Gunter signed the notice as President of the Kosciusko County Commissioners appointing Mike Barnett.

IN THE MATTER OF 2002 KDI APPOINTMENT:

Ronald Truex was appointed to the KDI for 2002.

MOTION: Brad Jackson TO: Appoint Ronald Truex to KDI for 2002.
SECOND: Avis Gunter
AYE: 2 NAY: 0

IN THE MATTER OF SIGNING BEAMAN HOME EMERGENCY SHELTER GRANT FOR 2002:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Commissioners with the 2002 Emergency Shelter Grant. This is an ongoing grant that helps provide Beaman Home funding.

MOTION: Brad Jackson TO: Sign the 2002 Emergency Shelter Grant.
SECOND: Avis Gunter
AYE: 2 NAY: 0

IN THE MATTER OF PTABOA FOR 2002:

Laurie Renier, Kosciusko County Assessor, requested Charles Ker and John "Jack" Kelley be appointed to the Property Tax Assessment Board of Appeals for 2002.

MOTION: Brad Jackson TO: Approve Charles Ker and John "Jack" Kelley
SECOND: Avis Gunter to PTABOA for 2002.
AYE: 2 NAY: 0

IN THE MATTER OF COVERED BRIDGE CERTIFICATION:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Covered Bridge Certification for Kosciusko County to the Commissioners to sign stating Kosciusko County does not have any covered bridges. The certificate must be filed with the state even if the county has no covered bridges.

MOTION: Brad Jackson TO: Sign Covered Bridge Certificate for Auditor of State.
SECOND: Avis Gunter
AYE: 2 NAY: 0

IN THE MATTER OF 2002 DRUG GRANT:

Sue Ann Mitchell, Kosciusko County Auditor, presented the 2002 drug grant to be signed by the Commissioners. This is a pass through grant. It employs one officer and the county pays one officer.

MOTION: Brad Jackson TO: Sign 2002 pass through drug grant.
SECOND: Avis Gunter
AYE: 2 NAY: 0

IN THE MATTER OF CONTRACT FOR HEATING & COOLING FOR JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, presented a contract with Building Control Systems, Inc.(BCS) for the heating and cooling system in the Court House and older part of the Justice Building. Robinson stated the County has received excellent service and prices with BCS.

MOTION:	Brad Jackson	TO:	Accept agreement with BCS for heating and cooling
SECOND:	Avis Gunter		in the Court House and older part of the Justice
AYE:	2		Building.
NAY:	0		

IN THE MATTER OF MACALLISTER ENGINE POWER AGREEMENT:

Ron Robinson, Kosciusko County Administrator, presented an agreement with MacAllister Engine Power for the new power plant we have for the new portion of the Justice Building. Robinson recommended we use the Level 2 plan that will cost \$1,236 dollars a year for routine service and inspections. This agreement will be in effect starting February, 2002 and will include service twice a year. Robinson stated we are not currently prepared to take on this responsibility ourselves.

MOTION:	Brad Jackson	TO:	Accept agreement with MacAllister for service and
SECOND:	Avis Gunter		inspections starting February, 2002.
AYE:	2		
NAY:	0		

IN THE MATTER OF CHANGE ORDER FOR JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, presented the Commissioners with a change order totaling \$39,303.00 for the Justice Building.

MOTION:	Brad Jackson	TO:	Approve change order totaling \$39,303.00 for
SECOND:	Avis Gunter		Justice Building.
AYE:	2		
NAY:	0		

IN THE MATTER OF KBA FORM 5500:

Ron Robinson, Kosciusko County Administrator, stated for the past seven years form 5500 has been filled out by KBA. This is an itemized form required by the Internal Revenue Service.

MOTION:	Brad Jackson	TO:	Allow KBA to complete form 5500 and send it
SECOND:	Avis Gunter		to the IRS.
AYE:	2		
NAY:	0		

IN THE MATTER OF KBA INSURANCE PLAN CHANGES:

Ron Robinson, Kosciusko County Administrator, presented Amendment #5 for the Kosciusko County Employee Benefit Plan. This outlines some changes in the KBA insurance plan. The plan is the same as was previously presented with one change for \$300 to \$500 out of pocket expense for supplemental accidents.

MOTION:	Brad Jackson	TO:	Accept Amendment #5 to KBA insurance plan.
SECOND:	Avis Gunter		
AYE:	2		
NAY:	0		

IN THE MATTER OF CONFLICT OF INTEREST FORMS:

Sue Ann Mitchell, Kosciusko County Auditor, stated conflict of interest forms are available to be filled out.

IN THE MATTER OF SERVICE AGREEMENTS:

Sue Ann Mitchell, Kosciusko County Auditor, stated four service agreements need to be signed. They include Beaman Home, St. Joe River Basin, 4-H and KDI.

MOTION: Brad Jackson	TO: Approve service agreements with Beaman Home,
SECOND: Avis Gunter	St. Joe River Basin, 4-H and KDI>
AYE: 2 NAY: 0	

IN THE MATTER OF USI BRIDGE INSPECTION CONTRACT:

Rob Ladson, Kosciusko County Highway Engineer, presented the bridge inspection contracts. Ladson stated the State already approved USI and Ladson is also recommending the Commissioners approve them. USI had the contract for the past four years. Ladson is very pleased with their work. We have 103 bridges in the county. It is mandatory we have them inspected every four years. Funds have already been set aside to do this. 80% of the cost is reimbursed by the state. This price is for Phase I and Phase II of the inspections. Kosciusko County currently has an A rating from the state for our bridges.

MOTION: Brad Jackson	TO: Approve USI contract for bridge inspections.
SECOND: Avis Gunter	
AYE: 2 NAY: 0	

IN THE MATTER OF 2002 AREA PLAN COMMISSION BZA APPOINTMENTS:

The Area Plan Commission is seeking the Commissioners to reappoint Charles Haffner and Vic Virgil to the BZA for 2002. Walt Church is the requested reappointment for the Area Plan Commission.

MOTION: Brad Jackson	TO: Appoint Charles Haffner and Vic Virgil to the BZA
SECOND: Avis Gunter	and Walt Church to the Area Plan Commission.
AYE: 2 NAY: 0	

IN THE MATTER OF 450E VACATION AND RAILROAD CLOSING IN WASHINGTON TOWNSHIP:

This matter was continued from the December 4, 2001 meeting.

Rob Ladson, Kosciusko County Highway Engineer, stated the Township Trustee and EMS are in favor of closing this railroad crossing and vacating this roadway. If this is allowed, it will make the Wooster Road railroad crossing a priority for lights and gates. Ladson gave the traffic counts to the Commissioners as they had requested. Ladson appreciated all the open lines of communication between the land owners and residents.

Jay Kern, from CSX Transportation, presented a proposal to close the 450E crossing and is prepared to offer the County \$20,000 to pay for expenses incurred for closing this crossing.

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Charles Murphy is opposed to the closing. Mr. Murphy lives across the road from 450E. His main concern is hazards of taking large farm equipment on alternative routes. He presented the Commissioners with a petition of names wanting to keep this crossing open. He stated it is not safe for the community or the farmers to have to take large equipment on the alternative busier routes.

Brian Kern is a farmer who uses this route frequently. Kern stated his equipment measures 14'7". In trying to use an alternative route, he has come across problems with people parking in the street and cannot get by them without an incident. Travelers behind him on the busier routes often get very impatient with the time it takes him to travel on the roads. This gravel road he uses is less traveled and more room for him to maneuver off the side of the road to let travelers pass him by. Kern stated he does not use this road for personal vehicles, just for his farm equipment. He is concerned about the high liability of using alternative routes that are narrow and very curvy and have many blind areas.

Lori McCutcheon, a resident of Winona Lake, stated suggesting using 250E as an alternative route, would not be an option when 250E is closed in 2003 for construction. This will be closed for two years.

Ladson advised another option is 325E. He advised the 250E project has been put on hold and that the new gates and lights may be in before the 250E project to be done by Winona Lake starts.

Yvonne Beyer stated she has problems with people dumping trash and furniture on the side of the road and is requesting if CSX crossing is closed the road be vacated to eliminate this problem.

Ladson stated he has a letter from CSX outlining what will be done and the \$20,000 proposed exceeds estimated costs for the repairs needed. With money from CSX, they may be possibilities of addressing the parking problem but widening Wooster Road may not be a possibility.

Mike Miner, Kosciusko County Attorney, stated the biggest problem does not appear to be the car traffic, but with the road conditions and backed up traffic when traveling on Wooster Road.

Brad Jackson, Kosciusko County Commissioner, has concerns of creating a larger hazard by making farm traffic use other routes.

Ladson shared concerns but stated railroad crossing accidents are more catastrophic than moving farm equipment down alternative routes and causing traffic accidents. Ladson stated the county has two options on closing the crossing. The crossing can be closed now, or one year down the road when the Wooster crossing receives new lights and gates.

MOTION:	Brad Jackson	TO:	To close CSX crossing and vacate 450E after new
SECOND:	Avis Gunter		lights and gates are installed at 325E and Wooster
AYES:	2	NAYS:	0
			Rob Ladson to look at traffic/parking problems
			on Wooster Road.

IN THE MATTER OF KAUFFMAN VACATION IN TIPPECANOE TOWNSHIP:

Matt Sandy, Kosciusko County Area Plan Commission, stated the APC has concerns with vacating water access and is requesting to deny the vacation. This vacation would reduce road frontage from 42' to 15'.

Jane Kauffman stated this has never been used or maintained as a road. Every other home in the SubDivision lives on the lake so this is not eliminating their access. The ground is unusable and a tree has blocked access to this area for many years. This area was never a public road, it has always been a private road. Kauffman spoke with Mr. Mitchell, Tippecanoe Township Trustee, and he had no concerns regarding an easement for the fire department.

The legal description for this strip of land is as follows:

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That real estate, known as First Street, situated in Tippecanoe Township, Kosciusko County, State of Indiana, bordered on the west by Lot 26 of Walkers Park Subdivision, and on the east by Lot 25 of Walkers Park Subdivision.

No remonstrators were present for this vacation.

MOTION: Brad Jackson	TO: Approve vacation with adoption for fire access
SECOND: Avis Gunter	or permanent dry hydrant.
AYE: 2 NAY: 0	

IN THE MATTER OF HAFNER ACCEPTANCE OF DEDICATION:

Charles Hafner stated a twenty year problem was restricting him from developing his property. South Shore Green layout was accepted but has an illegal non access strip. Area Plan Commission has an ordinance prohibiting this, but it slipped by and the plat was accepted. The purpose of this strip was to put a fence up, but with ordinance in place it can not be done. Hafner stated South Shore Green now wants parts of their road to be accepted for County Maintenance. Hafner feels installing curb and gutters would be cost prohibitive. He felt he would be unable to develop this area. He is willing to install curbs and gutters at intersection roads.

Rob Ladson, Kosciusko County Highway Engineer, advised South Shore Green must bring roads up to code and remove strip before this can happen. Lack of curbs and gutters make drainage an issue. Ladson stated an ordinance is in place and the county should be consistent. Curbs and gutters is what is need. Ladson agrees that the access strip is wrong and one Sub Division has already been approved with curb and gutters.

MOTION: Brad Jackson	TO: Table this decision until January 29, 2002
SECOND: Avis Gunter	meeting to gather further information.
AYE: 2 NAY: 0	

IN THE MATTER OF STATE INVENTORY MAP:

Rob Ladson, Kosciusko County Highway Engineer, submitted a declaration of non-county maintenance to remove two non-maintained roadways from the state inventory map. EMS C-28 G lane from EMS C-28 to DEAD END 400.00 feet (0.08 miles) and Undeveloped Road from EMS C-27 B to DEAD END 270.00 FEET (0.05 MILES).

MOTION: Brad Jackson	TO: Remove two roadways from the state inventory
SECOND: Avis Gunter	map.
AYE: 2 NAY: 0	

Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County

Avis Gunter
Avis Gunter, President

Brad Jackson
Brad Jackson, Member

Sue Ann Mitchell
Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

January 29, 2002

The Kosciusko County Commissioners held their regular meeting January 29, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the January 15, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented.

IN THE MATTER OF TAX BILL MAILING EQUIPMENT PURCHASE REQUEST:

Stephanie Esenwein, Kosciusko County Treasurer, presented information on a Pitney Bowes Table Top Inserting System. This system will fold, stuff and seal the tax statements. The price for this equipment will be \$17,897 plus maintenance fees.

MOTION: Ronald Truex	To: Approve the purchase of the Table Top Inserting
SECOND: Brad Jackson	System costing \$17,897.
AYE: 3	NAY: 0

IN THE MATTER OF ORTHO PHOTO CONTRACT APPROVAL:

Bill Holder, Kosciusko County GIS Director, presented the contract with Woolpert for ortho photos to be taken spring 2002. The contract will cost the County \$598,916. \$473,350 will come from County funds, \$100,000 will come from reassessment funds and \$25,566 will come from surveyor's corner perpetuation fund. Warsaw, Winona Lake and Syracuse will pay the County a total of \$20,000 for detailed data they have requested. The current ortho photos were taken in 1996.

MOTION: Brad Jackson	To: Approve contract with Woolpert for \$598,916
SECOND: Ronald Truex	for ortho photos to be taken spring 2002.
AYE: 3	NAY: 0

IN THE MATTER OF NEW VOTER REGISTRATION SOFTWARE PURCHASE:

Bob Momeyer, Kosciusko County Systems Administrator, presented a contract with NTS Data Services, LLC for new voters registration system software. Our current system is operating correctly, but does not meet new state guidelines and cannot be up graded. The cost for this system will be \$64,242. Many software programs were reviewed and NTS had the best system and price.

Avis Gunter, Kosciusko County Commissioner, stated Mike Miner, Kosciusko County Attorney, has reviewed and approve this contract and also stated her appreciation to Bob Momeyer and Sharon Christner for working so hard to find the best solution to our problem.

MOTION: Ronald Truex	To: Approve NTS software purchase of \$64,242
SECOND: Brad Jackson	for voter registration software, which meets new
AYE: 3	NAY: 0

state guidelines.

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IN THE MATTER OF EAST RACE COMMUNITY CORRECTION CENTER CONTRACT:

Ron Robinson, Kosciusko County Administrator, presented the East Race Community Correction Center contract, which would handle rehabilitating prisoners into the work force. Robinson requested denying this contract and feels the Kosciusko County Work Release program operated through the Kosciusko County Sheriff Department does this job quite well and would rather have this grant managed in our county instead of out of county. This would provide a way for DOC prisoners to return to the community.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Deny contract with East Race Community
Correction Center.

IN THE MATTER OF ADDED INSURANCE TO KBA PLAN:

Ron Robinson, Kosciusko County Administrator, stated a new portion needs to be added to our current KBA insurance plan to meet Department of Labor requirements. This would include changes in how KBA handles the Counties short-term disability plan. Robinson stated this will not affect coverage but must be adopted to be in compliance with federal law. The County also received updated information on reconstructive surgery following mastectomy.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Adopt change in short-term disability plan
record keeping.

IN THE MATTER OF SOUND SYSTEM FOR JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, stated two quotes were received for the sound systems for the new meeting room in the Justice Building. Word System had a better price, but has no local service vendor. Rick's Electronics quote is more costly, but has exactly what we need and has a local vendor that delivers excellent service. Rick's Electronics quote is \$17,880.24.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve Rick's Electronics quote of \$17,880.24
for sound system for new meeting room in
Justice Building.

IN THE MATTER OF TURKEY CREEK REGIONAL SEWER DISTRICT GRANT:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Turkey Creek Regional Sewer District grant sub recipients semi annual report for approval.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve Turkey Creek Regional Sewer District
grant annual report.

IN THE MATTER OF BCS, INC CONTRACT:

Sue Ann Mitchell, Kosciusko County Auditor, stated two BCS, Inc contracts were approved at the January 15, 2002 Commissioners meeting, but only one was signed. Also, a decision of payment must be made at this time. There is a savings if we pay the annual fee of \$11,250 for the Courthouse and Justice Building and \$5,800 for the Jail and Justice Building liebert unit.

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MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

To: Approve annual payment of \$11,250
and \$5,800 to BCS, Inc.

IN THE MATTER OF LOW SOFTWARE LICENSE PAYMENT:

Sue Ann Mitchell, Kosciusko County Auditor, stated the Low software license and services for their new windows based program for the Auditor's financial program price will be \$51,690 if paid before February 1, 2002. If paid after February 1, 2002 the fee will be \$53,190. This is a \$1,500 savings. Mitchell stated Low systems had made this offer some time ago, but the County could not pay for the program until we had it in hand. This new system will be in house Thursday, January 31, 2002, and Kosciusko County will be the test site for this new program and will have say in how it is being developed to help other Counties in the future.

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

To: Approve payment to Low systems prior to
February 1, 2002 for Low software license and
service for new windows based program with
claims to be advertised with the next cycle of
claims.

IN THE MATTER OF 2001 ANNUAL REPORT:

Sue Ann Mitchell, Kosciusko County Auditor, presented the 2001 Annual Report for review. This helps inform the Commissioners of exactly where tax dollars were spent and where the County is financially.

IN THE MATTER OF AUDITOR'S OFFICE 2001 ACCOMPLISHMENTS REPORT:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Auditor's office 2001 accomplishments report.

IN THE MATTER OF HIGHWAY ANNUAL REPORT:

Rob Ladson, Kosciusko County Highway Engineer, presented the Highway's 2001 Annual Report for signatures to send to the state for continued funding.

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

To: Sign Highway's 2001 Annual Report for
continued funding.

IN THE MATTER OF CUM BRIDGE FUND CLARIFICATION:

Rob Ladson, Kosciusko County Highway Engineer, stated two years ago, Commissioners signed documentation on how these funds could be used. Ladson requested clarification on exactly what the funds could be used for. The cum bridge fund can be used for 20 foot or larger structures on County maintained roads or city maintained streets with a dedicated public right-of-way.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

To: Approve the use of Cum Fund for 20' span
structures for County roads or City streets
with a dedicated public right-of-way.

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IN THE MATTER OF ADDING ROADS TO STATE INVENTORY MAP:

Rob Ladson, Kosciusko County Highway Engineer, presented three roads to be added to the state inventory map that the County maintains. The areas in question are as follows:

Willie's East Ridge-Fifth Addition

Davilla Court Cul-de-sac from Davilla Court to Dead End, 142.47 feet.

North Riverwood Estates

River Avenue/Deer Run from CR 100 E to CR 100 E, 2800 feet.

Westwood Street from River Avenue to Dead End, 260 feet.

Clemente Court from Deer Run to Dead End, 200 feet.

Birdview Drive from River Avenue to Deer Run, 700 feet.

Milford Junction

CR 1350 N from Old 15 to SR 15, 840 feet.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

To: Approve all three areas to be added to the state inventory map or roads maintained by the County.

IN THE MATTER OF ENGLE VACATION REQUEST IN TAMARACK HILLS IN TIPECANOE TOWNSHIP:

Matt Sandy, Kosciusko County Area Plan Commission, stated no new information has been received from the petitioners on this matter, but the Area Plan Commission has found a state statute stating the governing body cannot hear the same vacation request in a two-year period of time. This request was originally brought forth July of 2000. It is still the Area Plan Commissions recommendation to deny this request. The IC code for this state statute is IC 36-7-3-15

Mr. Blank stated he was unaware of this statute, but since the last hearing date, all taxpayers in Tamarack Hills Sub Division are in agreement to vacate this right of way and insert a cul-de-sac. Mr. Blank wants this area cleared up so when it is time to sell, they do not run into a problem. Mr. Blank is worried selling his house would be more difficult and less valuable sitting directly on the property line than 30 feet from the property line. He is willing to do what it takes for this situation to be fairly resolved. Sandy stated the APC had no further unresolved issues with the Engles.

Commissioners stated before the time when this issue can legally be heard again, APC and Engle's need to get together and try to do what is best for both parties to get this situation legally resolved. Replating the area in question was suggested.

IN THE MATTER OF HAFNER REQUEST FOR ACCEPTANCE OF ROAD DEDICATION IN TURKEY CREEK TOWNSHIP:

Charles Hafner is requesting the County accept a dedication of a one-foot strip of ground from South Shore Green and also have the same conditions put on the land that were in existence May 2000 and have 1 year and 9 months to complete the work he has to do. Hafner stated the one foot strip is in existence because of an error on the Area Plan Commissions part and if that error would not have been

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made, the he could have put in this Sub Division prior to new ordinances going into effect requiring curbs and gutters in all Sub Divisions.

Haffner stated he purchased the ground with the intent to develop when he discovered he could not plat as he wanted because of the one-foot strip. Dan Richard, Kosciusko County Area Plan Commission Director, advised of the steps Haffner should take. Haffner cited attorney delays as a contributing factor to the delays.

It was stated that the Commissioners do not have the "power" to remove the one-foot strip. The South Shore Green Sub Division owners must do that.

Rob Ladson, Kosciusko County Highway Engineer, recommended that the requirement for curb and gutter be upheld and stated that the Sub Division could have been developed in May of 2000 without curbs and gutters, with only side ditches. Haffner wants to preserve the woods on the tract that would only allow one entrance to the Sub Division.

MOTION: Ronald Truex
SECOND: Avis Gunter
AYE: 2 ABSTAINED: 1


To: In fairness to both parties table until February 26,
2002 to determine whether the over site on
the Counties part caused the 19-month delay.


Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS
February 12, 2002

The Kosciusko County Commissioners held their regular meeting February 12, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the January 29, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented.

IN THE MATTER OF DEFIBRILLATORS FROM K21 FOUNDATION FOR ALL SQUAD CARS:

C. Aaron Rovenstine, Kosciusko County Sheriff, stated Friday, February 8, 2002 twenty defibrillators were installed in the squad cars that were donated by the K21 Foundation. The cost of these defibrillators were around \$60,000. Rovenstine greatly appreciated the donation.

IN THE MATTER OF COMMUNITY TRANSITION PROGRAM GRANT:

C. Aaron Rovenstine, Kosciusko County Sheriff, asked permission to apply for a two year \$45,000 per year grant provided by Indiana Department of Corrections for the purpose of reintegrating prisoners into society the last 60 to 30 days of their sentences. this would be only for C & D felonies. Rovenstine stated this grant would be used to fund a new position to monitor program, purchase a transport vehicle and purchase new drug testing equipment. The County would receive \$15.00 per day. Rovenstine indicated this would probably eventually be mandated.

MOTION: Ronald Truex	TO: Allow Rovenstine to apply for this two year
SECOND: Brad Jackson	community transition program grant.
AYE: 3 NAY: 0	

IN THE MATTER OF KABS OPERATIONAL AND CAPITAL BUDGET REPORTS:

Rita Baker, KABS Director, presented the 4th quarter, 2001 operating financial status reports. She also presented the operating claim voucher and operating data report for the capital financial status report and capital claim voucher for last year.

MOTION: Brad Jackson	TO: Approve reports presented for KABS.
SECOND: Ronald Truex	
AYE: 3 NAY: 0	

Ronald Truex noted the advertisement on the busses and what a good idea it was.

February 12, 2002
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IN THE MATTER OF KAUFFMAN VACATION IN TIPPECANOE TOWNSHIP:

CR 2002 030159

Jane L. Kauffman presented the fire protection easement and ordinance vacating a public way to be approved by the Commissioners. This vacation was approved subject to the fire protection easement at the January 15, 2002 meeting.

FIRE PROTECTION EASEMENT

This Easement granted as of the 12th day of February, 2002 by and between Byron C. Kauffman and Jane L. Kauffman, husband and wife, the owners of Lot 25 in the Walkers Park Subdivision as recorded in Plat Book 3, page 98 in the Office of the Kosciusko County Recorder, James V. Woodsmall and Kathleen P. Woodsmall, husband and wife, as owners of the east 60' of Lot 26 in said Walkers Park Subdivision, but excluding the northerly 12' thereof, hereby grant to Kosciusko County, Indiana, and Tippecanoe Township, Kosciusko County, Indiana, an easement over and across the vacated portion of First Street, lying between the property of said Grantors or as more particularly described in Exhibit A attached hereto and incorporated herein, for the purpose of obtaining water for firefighting purposes and any related purposes. This grant shall also include, with out implied limitation, the right to install, maintain, repair, and replace a standpipe in said vacated portion of First Street.

In Witness Whereof, the grantors have executed this instrument this 12th day of February, 2002.

Byron C. Kauffman
James V. Woodsmall

Jane C. Kauffman
Kathleen P. Woodsmall

EXHIBIT A

A tract of land being a part of the Southeast Quarter of Section 7, Township 33 North, Range 7 East, 2nd P.M., Tippecanoe Township, Kosciusko County, Indiana, in the Office of the Kosciusko County Recorder. Commencing at a 1 inch iron pipe at the Southeast corner of Lot Twenty-Seven (27) in Walkers Park a subdivision recorded in Plat Book 3, Page 98 in the Office of the Kosciusko County Recorder; thence South 17 degrees 45' East, along the Northeast line of Lot Twenty-Six (26) in said Walkers Park, said line also being the Southwest line of First Street, 12.0 feet to the point of beginning; thence continuing South 17 degrees 45' East, along said lot line and said street line, 31.65 feet to a 1 inch iron pipe; thence continuing along said line, South 17 degrees 45' East, 1 foot, more or less, to the shoreline of Tippecanoe Lake; thence Easterly, along said shoreline, twenty-five (25) feet more or less, to a point being the west line of Lot Twenty-Five (25) extended to the shoreline of Tippecanoe Lake; thence North 17 degrees 45' West along the said west line of Lot Twenty-Five (25) to a point which is North 68 degrees East a distance of twenty-five (25) feet more or less from the point of beginning; thence South 68 degrees West a distance of twenty-five (25) feet to a point of beginning.

ORDINANCE NO. *02-02-18 CR 2002030161*

**AN ORDINANCE OF THE KOSCIUSKO COMMISSIONERS
VACATING A PUBLIC WAY**

WHEREAS, Byron C. Kauffman and Jane L. Kauffman, Husband and Wife, filed a Petition to Vacate a Public Way with the Kosciusko County Commissioners, and

WHEREAS, notice was published as required by law in the *Warsaw Times-Union* and *The Mail-Journal*, both newspapers in general circulation and published in the English language in Kosciusko County, Indiana, giving notice of the filing of the Verified Petition To Vacate a Public Way and giving notice that said Petition would be heard by the Kosciusko County Commissioners of the 15th day of January 2002, at 10 a.m., in the Commissioners' Room at the Old Court Room located on the third floor of the Kosciusko County Court House at the corner of North Buffalo Street and West Center Street, Warsaw, Indiana, which notice was published on the 2nd day of January, 2002 in both papers, and both of which notices were published more than ten (10) days prior to the hearing, and

February 12, 2002
Page 3 of 7

WHEREAS, it does appear that there are other adjacent property owners to the public way to be vacated herein, but that those property owners agree that such should be vacated and do not object to such,

WHEREAS, the Kosciusko County Commissioners have determined, after hearing, that the vacation requested herein should be granted, that the public way for which vacation is sought is not located within any corporate boundaries, and that the vacation sought will not hinder the growth of development of the neighborhood in which it is located or to which it is contiguous, nor will it result in the creation of any difficulty or inconvenience to the access of any lands by means of a public way, will not hinder the public's access to a church, school, or other public building place, will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous, and there does not appear to be any public utilities located within the public way for which the vacation is sought.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF
KOSCIUSKO COUNTY, INDIANA, AS FOLLOWS:

Section i. That the following public way site in Kosciusko County, State of Indiana, That part of First street, situated in Tippecanoe Township, Kosciusko County, State of Indiana, bordered on the west by Lot 26 of Walkers Park Subdivision, but excluding the north twelve (12) feet of said Lot 26, and on the east by Lot 25 of Walkers Park Subdivision as recorded in Plat Book 3, Page 98 in the Office of the Kosciusko County Recorder;

and more particularly described as follows, to-wit;

A tract of land being a part of the Southeast Quarter of Section 7, Township 33 North, Range 7 East, 2nd P.M., Tippecanoe Township, Kosciusko County, Indiana, in the Office of the Kosciusko County Recorder. Commencing at a 1 inch iron pipe at the Southeast corner of Lot Twenty-Seven (27) in Walkers Park a subdivision recorded in Plat Book 3, Page 98 in the Office of the Kosciusko County Recorder; thence South 17*45' East, along the Northeast line of Lot Twenty-Six (26) in said Walkers Park, said line also being the Southwest line of First Street, 12.0 feet to the point of beginning; thence continuing South 17*45' East, along said lot line and said street line, 31.65 feet to a 1 inch iron pipe; thence continuing along said line, South 17*45' East, 1 foot, more or less, to the shoreline of Tippecanoe Lake; thence Easterly, along said shoreline, twenty-five (25) feet more or less, to a point being the west line of Lot Twenty-Five (25) extended to the shoreline of Tippecanoe Lake; thence North 17*45' West along the said west line of Lot Twenty-Five (25) to a point which is North 68* East a distance of twenty-five (25) feet more or less from the point of beginning; thence South 68* West a distance of twenty-five (25) feet to a point of beginning.

IS NOW HEREBY VACATED

Section ii. Kosciusko County shall receive an easement across the above described vacated portion of First Street for firefighting purposes, including without implied limitation, for a standpipe.

Section iii. This Ordinance shall be in full force and effect upon its adoption.

Upon motion duly made seconded and passed by a vote of 2 ayes and 0 nays, the foregoing Ordinance was adopted by the Kosciusko County Commissioners at its regular meeting this 15th day of January, 2002.

KOSCIUSKO COUNTY COMMISSIONERS

Ronald Truex
Brad Jackson
Avis Gunter

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

TO: Approve fire protection easement and
vacation for Kauffmans in Tippecanoe
Township.

February 12, 2002
Page 4 of 7

IN THE MATTER OF INDIANA HOUSING FINANCE AUTHORITY CONTRACT SIGNING:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Indiana Housing Finance Authority contract documents for signing. This is a grant from CDBG funds for \$145,000 previously approved.

MOTION:	Brad Jackson	TO:	Approve Indiana Housing Finance Authority
SECOND:	Ronald Truex		contracts.
AYE:	3	NAY:	0

IN THE MATTER OF BEAMAN HOME GRANT APPLICATION CERTIFICATION:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Beaman Home grant application to be signed. Mitchell stated this is an ongoing grant for the County.

MOTION:	Brad Jackson	TO:	Sign Beaman Home grant application.
SECOND:	Ronald Truex		
AYE:	3	NAY:	0

IN THE MATTER OF EMERGENCY MANAGEMENT DIRECTOR CONTRACT:

Mike Miner, Kosciusko County Attorney, presented the contract for emergency management director storage fees and phone services.

CONTRACT
FOR
EMERGENCY MANAGEMENT DIRECTOR

THIS CONTRACT is made and entered into as of this 12th day of February, 2002, by and between **THE COUNTY OF KOSCIUSKO**, acting by and through its Board of County Commissioners, hereinafter referred to as "County", and

ELLSWORTH EVEREST,
HEREINAFTER REFERRED TO AS "Everest", WITNESSETH:

WHEREAS, Everest is the **Emergency Management Director** for Kosciusko County; and WHEREAS, Everest needs to have telephone services and certain storage in order to perform his duties;

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Contract shall commence on January 1, 2002, and terminate on January 1, 2003.
 2. Everest shall provide storage for sand and any other necessary materials for environmental emergency preparedness; and County shall pay to Everest the sum of One Hundred Dollars (\$100.00) per month for such storage.
 3. Everest shall provide telephone services necessary for environmental emergency preparedness operations; and County shall pay to Everest the sum of Thirty Dollars (\$30.00) per month for such telephone services.
 4. County shall pay Everest on a monthly basis in the amounts set forth in Paragraphs 2 and 3 above, commencing on January 1, 2002.
 5. No portion of this Contract shall be assigned by Everest without the express written consent of the County.
 6. County may terminate this Contract at any time prior to completion of the services contemplated herein with written notice to Ellsworth Everest at his address provided by him to the County in writing.
 7. This Contract represents the entire contract between the parties.
- Dated this 12th day of February, 2002.

BOARD OF COMMISSIONERS OF
KOSCIUSKO COUNTY, INDIANA

February 12, 2002
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Brad Jackson
Avis Gunter
Ronald Truex

Ellsworth Everest

Attest:
Sue Ann Mitchell, Auditor
"County"

"Everest"

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

TO: Approve contract for Emergency
Management Director storage fees and
phone services.

IN THE MATTER OF ATTORNEY-CLIENT FEE CONTRACT WITH MICHAEL L MINER:

Mike Miner, Kosciusko County Attorney, presented an attorney-client fee contract for 2002 between The Board of Commissioners and himself, Michael L. Miner. Miner stated this contract reads the same as previous years with the three percent (3%) approved county pay increase.

C O N T R A C T

THIS ATTORNEY-CLIENT FEE CONTRACT made and entered into as of the 1st day of January, 2002, by and between **THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY**, hereinafter referred to as "Client", and **MICHAEL L. MINER**, hereinafter referred to as "Attorney",
WITNESSETH:

That Client has retained the services of and hereby employs Attorney, and Attorney hereby accepts said employment for the Client as County Attorney for the County of Kosciusko for a period commencing on the 1st day of January, 2002, for the sum of Twenty Thousand One Hundred Ninety-three and 15/100 Dollars (\$20,193.15), payable in twenty-six (26) bi-weekly installments to the law firm of Valentine & Miner for basic services (described hereinafter), and at an hourly rate for additional services (also described hereinafter).

Basic Services

The Attorney shall attend all meetings of the Board when requested to do so by the Client, and shall, except as hereinafter provided, render and perform the legal services required by the Board of Commissioners of Kosciusko County, and shall render and give counsel to any and all of them.

It is understood that the "Basic Services" hereunder shall not be deemed to include employment as attorney for the Kosciusko County Police Department, Kosciusko County Sheriff, Kosciusko County Council, Kosciusko County Area Plan Commission, Kosciusko County Drainage Board or Board of Zoning Appeals, or other county offices, departments or agencies.

In prosecuting any actions for said County or officers in the event any attorney's fees are provided for in any note or contract and the same are included as a part of a judgment recovered, when the judgment is actually paid, with attorney's fees included, the Attorney shall be entitled to the fees thus paid. In traveling to points outside Kosciusko County, the reasonable traveling expenses shall be paid by the Client. In the event of the absence or inability of the Attorney at any time to perform the services herein contemplated, he shall procure at his own expense a competent substitute.

It is agreed and understood in a general way that the Attorney shall do and perform any and all such services as are generally and usually understood as being performed for the Board of Commissioners by similar officers and as have heretofore been done.

The services hereunder include entering an appearance in all litigated matters, the preparing of any and all necessary contracts and instruments for the Board, attending any and all meetings, and any and all other manner and form of services usually pertaining to such employment; however, it is understood and agreed that the "Basic Services" does not cover services in litigated matters beyond a formal appearance nor services performed for the County Auditor, County Recorder, County Assessor, County Treasurer, or any other county department, agency or officer.

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Additional Services

In addition to the "Basic Services" defined above, Attorney shall render and perform the legal services required by the Kosciusko County Council, and any county office, department or agency at the request of the county office, department or agency, subject to the approval of the Board of Commissioners, or at the request of the Board of Commissioners.

Attorney shall be paid for such "Additional Services" at the rate of One Hundred Fifty Dollars (\$150.00) per hour.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date and year first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF KOSCIUSKO

Brad Jackson
Avis Gunter
Ronald Truex
"Client"

Michael L. Miner

"Attorney"

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve 2002 contract between Kosciusko
County and Michael L. Miner in the amount
of \$20,193.15.

IN THE MATTER OF JUSTICE BUILDING UPDATE:

Ron Robinson, Kosciusko County Administrator, stated work is continuing on the new Justice Building. Currently the kitchen is being completed. Marble at the entrance and carpet was to be worked on over the weekend.

IN THE MATTER OF RECORDING FEE LINE ITEM FOR COMMISSIONERS BUDGET:

Sue Ann Mitchell, Kosciusko County Auditor, requested permission to approach the County Council to create a new line item for transfer fees on the Commissioner's budget. State Board of Accounts mandates the County pay for each document to be recorded. Previously this was not so. A new line item must be created so recording fees can be taken out of this account. Mitchell estimates this will cost the County between \$2,000 and \$3,000 dollars a year. Mitchell asked permission to issue these checks as needed with Commissioner's approval after checks are issued. They will be advertised with the next claims process.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Grant Mitchell permission to approach the
County Council to create a line item on the
budget for \$2,000 for recording fees. Allow
Mitchell to issue checks from recording fees
in advance of their approval to be advertised
in following claims process.

IN THE MATTER OF GATKE PROPERTY IN WINONA LAKE AND WARSAW:

Sue Ann Mitchell, Kosciusko County Auditor, stated paperwork is in process for the Gatke properties. She will be working on this and filing it out to get this property off of the tax rolls. This requires Property Tax Assessment Board of Appeals action before forwarding to the Department of Local Government Finance. Theses properties have been offered two times at tax sale with no bid received. Following state approval a deed can be issued to the parties interested in the properties.

February 12, 2002

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ROB LADSON REPORTED THERE WAS NO HIGHWAY BUSINESS.

IN THE MATTER OF AREA PLAN COMMISSION ORDINANCE AMENDMENTS:

Matt Sandy, Kosciusko County Area Plan Commission, presented ordinance amendments forwarded to the Commissioners by the Area Plan Commission. Sandy stated the list presented is a partial list and several portions are yet to be considered. The APC would like to have a decision on these items before others are decided.

March 6th at 1:00 p.m. the APC will consider Ag II status, Sub Division definition, addressing property splits, exemption from 20 to 40 acres and conveyances to children. Real estate signs are also being considered. They decided to forward the preliminary changes to the Commissioners for their consideration.

Sandy indicated the APC would like the first part approved.

The Commissioners chose to continue this issue at a later date when they could review the amendments to the ordinance.


Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

February 26, 2002

The Kosciusko County Commissioners held their regular meeting February 26, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the February 12, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building claim #24 was approved for payment.

IN THE MATTER OF MAXIMUS CONTRACT FOR CONSULTING SERVICES:

Sue Ann Mitchell, Kosciusko County Auditor, presented this contract with MAXIMUS (formerly DMG-Maximus) for consulting services. Mitchell stated all 92 counties contract with Maximus for consulting purposes. We have the option of a one (1) or three (3) year contract.

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO KOSCIUSKO COUNTY, INDIANA

THIS AGREEMENT entered into this 26th day of February, 2002, and effective immediately by and between MAXIMUS, INC. (hereinafter called the "Consultant") and the County of Kosciusko, State of Indiana (hereinafter called the "County").

W I T N E S S E T H T H A T

WHEREAS, THE County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with central services paid from County appropriated funds, and

WHEREAS, the United States government and the State of Indiana may pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements, and will be approved by their representative,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant – The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services:

2. Scope of Services – The Consultant shall do, perform, and carry out in a good and professional manner the following services:

A. Development of a central services cost allocation plan, which identifies the various costs incurred by the County to support and administer Federal and State programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.

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(CHECK OPTION 1 OR OPTION 2)

_____ **OPTION 1 – A one (1) year agreement to prepare the plan based upon year-end financial data for 2001.**

 X **OPTION 2 – A three (3) year agreement to prepare plans based upon year-end financial data for 2001, 2002 and 2003.**

- B. Negotiation of the completed cost allocation plan with the representatives of the federal cognizant agency or its designee is required.
- C. Assistance in preparing the claims to the State for recovery of funds due the County from the Federal and State of Indiana governments. Consultant will also monitor the progress of claims through the State to ensure the County receives recoveries due it. Said monitoring is accomplished when the State provides Consultant with a "Remittance Notice" which details reimbursement amounts to each participating county. Consultant will review "Remittance Notice" to verify amount claimed was basis for State remittance.
3. **Time of Performance** – The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement.
4. **Compensation** – The County agrees to pay the Consultant a sum not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00) for each cost allocation plan and associated services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services as further provided herein for said sum.

5. **Method of Payment** – Payment will be made by the County to the Consultant from recovered funds from the Federal and State of Indiana governments, in the agreed upon amount in paragraph 4. The fee shall be paid to the Consultant as follows:

- A. Based upon the consultant's estimate of county recoveries, the consultant will submit and bill during the first quarter of the fiscal year that is covered by the plan.
- B. Recoveries will be shared equally buy the County and Consultant based upon the recoveries identified in the plan until the amount in paragraph 4 is paid in full to the Consultant.
- C. Should the County recover from the plan, an amount less than the amount needed to satisfy the Consultant's fees, then no further payment is due the Consultant.
- D. It is understood that the funds received by the County after the end of this contract term which funds are received as a result of the work effort of the Consultant during the contract term, and reported to the County Auditor shall be included in the fee computation for the period this contract work is performed and forwarded to Consultant.

6. **Changes** – The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by the County** – The Consultant shall provide guidance to the County in determining the data required for claims submission. The County further agrees to provide all data specifically requested, including documentation and information to the Consultant in a timely manner, as well as provide adequate staff for liaison with the Consultant and other agencies of County government. The Consultant shall assume all data so provided is correct. Consultant shall make its best effort to file claims in a timely manner pursuant to Scope of Services. For purposes of this Agreement, data that is required by the Consultant must be provided within three weeks of the request, or three weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner. It is the responsibility of the County to provide the Consultant

February 26, 2002
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with payment information upon receipt of disbursements from the State for any and all claims filed pursuant to this Agreement.

8. **Termination of Agreement for Cause** – The County may terminate this Agreement with cause upon giving thirty (30) days written notice to Consultant. Provided however, that prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within the (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. In the event the County terminates this agreement, Consultant shall be entitled to be paid for professional services and expenses incurred through the effective date of termination. Consultant may terminate this agreement with cause upon giving thirty (30) days written notice to the County. In the event Consultant terminates this Agreement, Consultant shall be entitled to receive compensation for services rendered and expenses incurred through the effective date of termination.

9. **Information and Reports** – The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request with copies of all documents and other materials prepared or developed in relation with or as part of the project. Provided however, nothing contained herein is intended nor shall it be construed to require Consultant to provide its cost allocation software to the County.

10. **Records and Inspections** – The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. All working papers shall remain the property of Consultant. Consultant shall maintain its working papers for a period of three (3) years from the date of execution of this Agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

11. **Accomplishment of Project** – The Consultant shall commence, carry on, and complete the project with the practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.

12. **Provisions Concerning Certain Waivers** – Subject to applicable law, any right or remedy with the County under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. **Matters to be Disregarded** – The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract** – This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **Third Parties** – The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. **When Rights and Remedies Not Waived** – In no event shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by the County while any such breach or default shall exist, shall in no wise impair or prejudice any right or remedy available to the county in respect to such breach or default.

17. **Personnel** – The Consultant represents that he has or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

18. **Consultant Liability If Audited** – The consultant will assume that all financial and statistical information provided to the Consultant by the County, its employees or representatives is

February 26, 2002

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accurate and complete. Any subsequent disallowance of funds is the sole responsibility of the County. The Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.

19. Copyright – County acknowledges that the cost allocation plan provided by the Consultant to the County is generated by Consultant's proprietary cost allocation software. County agrees that all ownership rights and copyrights thereto lie with Consultant. Nothing contained herein is intended nor shall it be construed to require the Consultant to provide such software to the County. County may use the report solely for and on behalf of County's operations.

20. Severability – If any term or provision of this Agreement shall be held invalid or unenforceable, there are, to that extent deemed omitted. The rest of this Agreement shall remain in full force and effect.

21. Notices – Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

COUNTY

County of Kosciusko
Office of the Auditor
12 Courthouse
100 W Center St
Warsaw, IN 46580

CONSULTANT

MAXIMUS, INC.
9100 Purdue Road
Suite 209
Indianapolis, IN 46268

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mail box.

IN WITNESS WHEREOF, THE County and the Consultant have executed this agreement as of the date first written above.

KOSCIUSKO COUNTY
By: Avis Gunter
(County Official)

Attest: Sue Ann Mitchell
Kosciusko County Auditor

MAXIMUS, INC.
By: David F. Lynn
Vice President

MOTION: Ronald Truex TO: Approve three (3) year consulting contract
SECOND: Brad Jackson with MAXIMUS, INC.
AYE: 3 NAY: 0

IN THE MATTER OF CASA GRANT FOR 7/1/02 THRU 6/30/03:

Sue Ann Mitchell, Kosciusko County Auditor, presented a CASA grant for 7/1/02 thru 6/30/03. This is an ongoing grant we apply for each year. The grant is through Indiana Criminal Justice Institute and is for \$20,264. The County has a cash match of \$2,806 and a in-kind match of \$2,260.

MOTION: Ronald Truex TO: Approve CASA grant application for
SECOND: Brad Jackson 7/1/02 thru 6/30/03.
AYE: 3 NAY: 0

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**IN THE MATTER OF LOWES CREDIT APPLICATION FOR MAINTENANCE
DEPARTMENT:**

Sue Ann Mitchell, Kosciusko County Auditor, presented a Lowe's credit application to acquire a Lowe's credit card. Mitchell stated we have credit accounts at Ace Hardware, Hall Hardware and other businesses through town. This would allow Don Taylor and Keith Lahey to purchase items as needed for County Maintenance.

MOTION:	Ronald Truex	TO:	Approve Credit Application to acquire a
SECOND:	Brad Jackson		Lowe's Credit Card.
AYE:	3	NAY:	0

IN THE MATTER OF DAFODIL DAYS FOR THE AMERICAN CANCER SOCIETY:

Ron Robinson, Kosciusko County Administrator, requested authorization to send information around to all the offices for Daffodil Days for the American Cancer Society. This is an annual fund raiser approved in the past by the Commissioners.

MOTION:	Ronald Truex	TO:	Allow information on Daffodil Days for the
SECOND:	Brad Jackson		American Cancer Society to be passed around
AYE:	3	NAY:	0
			the Courthouse.

IN THE MATTER OF WASHER & DRYERS FOR NEW JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, stated the County purchased three (3) dryers and two (2) washers is needed for the new Justice Building. The dryers are wired for 120 volts and the washers are wired for 260 volts. The wiring for the building is 480 volts. Robinson stated 480 volt motors would last longer and be less expensive to operate then the 120 volt or 260 volt motors. The electrician stated he could replace the motors on both the washers and dryers to 480 volt motors for Two Thousand Two Hundred Dollars (\$2,200.00) and this price would be recouped in two (2) years.

MOTION:	Brad Jackson	TO:	Approve replacing the 120 volt and 260 volt
SECOND:	Ronald Truex		motors with 480 volt motors on the new
AYE:	3	NAY:	0
			washer and dryers at a cost of \$2,200.

IN THE MATTER OF NEW GARBAGE DISPOSAL FOR NEW JAIL:

Ron Robinson, Kosciusko County Administrator, stated the purchase of a new garbage disposal for the new jail was necessary instead of transferring the old disposal for the jail. The purchase price for the new disposal is One Thousand One Hundred Dollars (\$1,100.00) which is under the Two Thousand Dollar (\$2,000.00) limit set forth by the Commissioners.

IN THE MATTER OF ROOM D228 IN NEW JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, stated Room D228 was previously left unassigned and not intended to be finished, but with the many jury trials we are having, this room is in need of being finished so it can be used to hold the many jurors. The cost increase to finish this room will be Six Thousand One Hundred and Eighty Six Dollars (\$6,186.00).

MOTION:	Ronald Truex	TO:	Finish room D228 for jury trials at a cost
SECOND:	Brad Jackson		of \$6,186.
AYE:	3	NAY:	0

IN THE MATTER OF COURTHOUSE SECURITY:

Ron Robinson, Kosciusko County Administrator, stated Courthouse Security was an issue at the Sheriff's Meeting this month. Currently the County is compliant, but a committee needs to be formed. The current security officers will be undergoing Courthouse Security training. This training will improve the coverage in our liability coverage. State wide guidelines are being adopted.

C. Aaron Rovensine, Kosciusko County Sheriff, stated Courthouse Security officers must be law enforcement officers not private security officers.

IN THE MATTER OF WORKMENS COMP POLICY:

Ron Robinson, Kosciusko County Administrator, stated ESI, our current workmen's comp policy ends April, 2002 and will no longer be our carrier. Since September 11th coverage has been difficult to get. Robinson has contacted local insurance agents for quotes on new workmen's comp policy but this is not going to be cheap.

IN THE MATTER OF PROPOSAL REQUESTS FOR JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, presented proposal requests to be approved.

<u>Proposal Request No.</u>	<u>Amount</u>	<u>Description of Proposal</u>
PR No. 40	\$ 9,636.00	Two doors installed in the jail will allow better access for maintenance in the cell block area and additional storage.
PR No. 46-R	\$ 8,000.00	Upgrade to metal ceilings in the cell block.
PR No. 64	\$14,615.00	Changes made in lobby stairway requested by the Commissioners.
PR No. 57	\$ 1,368.00	Change of doors in the front entrance requested by the Commissioners.
PR No. 62	\$ 6,186.00	Finish interior for room no. D228 only.
MOTION: SECOND: AYE: 3		TO: Approve proposals for Justice Building totaling \$39,805. Brad Truex Ronald Jackson NAY: 0

IN THE MATTER OF ROAD DETOUR FOR SILVER LAKE DAYS:

Rob Ladson, Kosciusko County Highway Engineer, stated that the Town of Silver Lake is requesting permission to close off a one-mile section of State Road 14 between State Road 15 and County Road 200W on Saturday, June 15, 2002, from 9:30 a.m. to 12:30 p.m. for Silver Lake Days. This is done every year.

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0
TO: Approve detour of State Road 14 between State Road 15 and County Road 200W on June 15, 2002 for Silver Lake Days.

IN THE MATTER OF CONKLING VACATION IN TIPPECANOE TOWNSHIP:

Matt Sandy, Kosciusko County Area Plan Commission, stated this is a vacation postponed since September, 2001. At that time the APC recommendation was to deny this vacation because of shutting off water access based on the original plat. In December a letter of remonstrance was received from Mr. and Mrs. John Jacobs. APC recommendation is to deny this vacation.

Bryon J. Berry, Attorney for Dan & Rebecca Conkling, stated in the September meeting he was urged to see if their could be some degree of consensus within the neighborhood. An association was suggested so the neighborhood as a whole could agree on what to do. Mr. Conkling had a new survey performed. In this new survey their is a reference to a 15 foot easement that runs around lot 11, which is the area he is seeking to vacate. This would be allowed to the public at large. Berry suggests the entire area be vacated. To make sure the easement runs with the land he would file a complaint for the quieting of title and change the legal description to read lot 11 and the portion of Esplanade which is vacated with the expressed statement that a 15 foot easement would run with that land. Therefore when the property is sold, the easement remains and is accessible to the public at large. Berry contends the easement is available to the public at large not just to the people in the Sub Division.

David C. Kolbe, Attorney for Mr. & Mrs. Jacobs, stated his clients have reviewed the new survey and agree to the vacation of a portion of Esplanade just East of Lot 11 leaving 15 feet around the edge of Lot 11. This procedure would satisfy their objections. Roads as a part of a plat are dedicated to the public but they feel Esplanade is there for the benefit of the land owner of the subdivision and is therefore a private strip not a public way.

Mike Miner, Kosciusko County Attorney, stated a few conclusions. Commissioners can treat this as a public easement and as the lake encroaches upon the ground over time it washes out. If their is a 15 foot easement, is that 15 foot from present lake edge or where?

The Legal description to said vacation is as follows:

A tract of land, designated as an "ESPLANADE", lying South of, East of and adjacent to Lot Numbered 11 as said Lot is known and designated on the Record Plat of "HINERS SOUTH PARK ADDITION" on the Backwaters, Kosciusko County, Indiana, and being more particularly described as follows, to-wit:

BEGINNING at the Northeast Corner of Lot Numbered 11 as said Lot is known and designated on the Record Plat of "HINER'S SOUTH PARK ADDITION", thence running Easterly along the Easterly extension of the North line of said Lot Numbered 11, a distance of 47 feet, more or less, to the shoreline of the "Backwaters"; thence running Southeasterly along said shoreline, a distance of 140 feet, more or less, to a point located on the Southerly extension of the West line of aforementioned Lot Numbered 11; thence Northerly along said Southerly extension of the West line of said Lot Numbered 11, a distance of 16 feet, more or less, to the Southwest Corner of said Lot Numbered 11; thence Easterly along the South line of said Lot Numbered 11; thence Northwesterly along the Easterly line of said Lot Numbered 11 to the aforementioned **POINT OF BEGINNING**.

Sandy stated we currently have an easement there and Conkling is wanting to vacate and reestablishing this easement. Also once the water level rises and Esplanade is under water, you are still trying to work with the fine boundaries of the property which are outlined in the plat. APC still strongly recommends against this vacation.

Brad Jackson, Kosciusko County Commissioner, questioned if no one owns this, who will maintain the shoreline. He stated if no one is going to maintain this, it will continue to rapidly erode.

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Sandy stated maintenance is not outlined in the plat but this is probably maintained by Mr. Conkling, but is immaterial at this point.

Rich Hayes, owner of Lots 5 & 6, stated he purchased his property three years ago and the shoreline has risen about one foot or less. He presented a third option. Currently there are two avenues to Esplanade, Sand Road and an easement next to his property. He suggested the Commissioners close off Esplanade, run easements down to the lake and make sure they are large enough for docks. This would not close off anyone's access, but just changing how the access. Hayes does not know if this is a possibly, but may be another option.

Berry stated this is indeed public property. If their is property the public does own at large, what should be done with the property? One of the cures is this vacation. We do have a changing shoreline. This is expected when you purchase a property along the water. If the limited portion is vacated, we will have a 15 foot easement that will recede with great rapidity. If the shoreline recedes one foot every three to four years, it will not be long before this easement will be eliminated.

MOTION:	Brad Jackson	TO:	Vacate Esplanade contingent on granting
SECOND:	Ronald Truex		of 15 foot perpetual easement for use as it
AYE:	3	NAY:	0
			is now.

IN THE MATTER OF HAFNER DEDICATION IN TURKEY CREEK TOWNSHIP:

Charles Hafner is asking the Commissioners to address two issues. First issue is to accept a one-foot strip for County maintenance. The reason he is asking the County to accept this strip is because the Home Owners Association guidelines specifies the Board has the right to give up the land to the County. The second issue is have the right to plat the subdivision with the rights he would have had at the time he originally stated this, June 1, 2001, and was not able to do so because of the one foot strip.

Alan Frank, a home owner and board member of South Shore Property Owners Association, stated the Board has worked together with over 100 neighbors to come to an agreement that has been very time consuming and exhausting. The first concern throughout this whole process is that they would like to encourage decisions that would promote positive growth around their homes and neighborhood. They feel this process could have been concluded in two months if the one-foot strip had not been an issue. If the County can accept the two requests brought before them, it would mean a lot of hard work has not been in vein on the Boards part and would strengthen their faith in the ability of County Government and all Government to correct situations that were not correct to begin with.

Ronald Truex, Kosciusko County Commissioner, asked Rob Ladson if the acceptance of this one-foot strip was an issue. Rob Ladson, Kosciusko County Highway Engineer, stated there would be no problem accepting this one-foot strip.

Truex stated to Mr. Hafner a lot of thought, effort and time went into this decision and the Commissioners will accept this one-foot strip. It was unfortunate that there may have been an error made in 1981 when the plat was accepted, but if he does not want to put the sub division in to County standards then he must look at the option of not having County maintenance for the rest of this sub division. Truex stated going below current County standards at this point would be another error that the Commissioners are not willing to make. It is unfortunate this error happened but this does not change current standards for building a sub divisions.

Hafner stated he understands this position, but their is nothing to alleviate the fact that he could have developed this to sub division standards on record June 1, 2001 and been able to do this if their would not have been an existing problem of this one foot strip. Hafner stated the underground water flow was not addressed in the original plat. This is the reason the Association requested he set aside the 25 percent of this ground for the sponge effect, which he is looking at, but it is not possible to do this and comply with the current sub division guideline.

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Truex stated the economics are not part of this decision. He understands Hafner's concerns but the Commissioners can not go back and make exceptions to ordinances because of things that happened many years ago. So if he wants to do what he is planning then it would be difficult for the County to maintain the new sub division. For the rest of the County to assume maintenance of this now sub standard plat would not be right.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Accept one-foot strip. If the technical committee made a recommendation to waive curbs and gutters, that recommendation needed to come back before the Commissioners before going to the APC.

IN THE MATTER OF AREA PLAN COMMISSION ORDINANCE AMENDMENTS:

CR 200203136
Matt Sandy, Kosciusko County Area Plan Commission, presented the ordinance amendments. These ordinance amendments are only a part of what is being considered by the Plan Commission. Most agricultural concerns are still being held by the Plan Commission for further review as well as real estate signs.

Dan Richard, Kosciusko County Area Plan Commission, stated these amendments basically clarify what the rules are already.

Ordinance #: 22-02-26-Z + SD

AN ORDINANCE AMENDING, AND TO AMEND THE KOSCIUSKO COUNTY ZONING ORDINANCE, ORDINANCE NUMBER 75-1 AND THE KOSCIUSKO COUNTY SUBDIVISION CONTROL ORDINANCE, ORDINANCE NUMBER 72-2

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA:

Article 1:

That the Kosciusko County Zoning Ordinance be amended as follows:

2.13 Uses:

Table A – Agricultural Exception Uses

1. Agricultural Tack Shop
2. Agricultural Related Trucking Operation

Definitions:

Agricultural Related Trucking: Agriculturally related trucking shall mean a commercial trucking business, which transports cargo consisting of not less than 50% processed or non-processed agricultural products.

3.11.7 Residential fences are permitted on the property lines in Residential, Agricultural, and Agricultural II districts but shall not exceed a height of six (6) feet; shall not exceed a height of three (3) feet in the front yard or lake or adjacent water yard (this shall be as defined under the definitions section of this ordinance unless said structure is located beyond the required setback in that district. In such cases a six- (6) foot fence shall be permitted from the front of the principle structure to the required setback line for such district.) and shall not be closer than two (2) feet to any right-of-way, access drive, or access easement.

3.19.1 In any district a landowner may erect a sign not exceeding two (2) square feet in surface (1' x 2') size which states the name, address, professional activity, or other message.

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3.19.2 Thirty two (32) square foot of signage is permitted in connection with any church, temple, school, or similar public building. (Signage shall be calculated according to total signage on site.)

3.19.7 No signs shall be permitted within any Agricultural, Environmental, Public Use, Residential, or Agriculture II districts except as specified in Sections 3.19.1, 3.19.2, 3.19.3, 3.19.11, 3.20, 3.21, and 3.22 of the Kosciusko County Zoning Ordinance.

3.19.13 Signs shall be erected or placed within 6 months of receiving a granted sign permit. The permit may be renewed, as the permit was originally issued, for up to six (6) months, after such date a new permit shall be obtained.

3.19.16 Non-conforming Signs: In order to maintain and continue a nonconforming sign, the following conditions apply:

3.19.16.1 The sign must have been physically in existence at the time the applicable County law or regulations became effective.

3.19.16.2 The sign must have been lawful on the effective date of the Kosciusko County Ordinance, and must continue to be lawfully maintained.

3.19.16.3 The sign shall remain substantially the same as it was on the date the sign and structure became non-conforming. Reasonable repair and maintenance of the sign is acceptable. Non-conforming signs may not:

- a. Be raised in elevation
- b. Be changed in size
- c. Be illuminated (if not originally)
- d. Have posts (supports) changed in number or material (including but not limited to from wood to steel)

3.19.16.4 The sign may continue as long as it is not destroyed, abandoned, or discontinued.

- a. Where an existing non-conforming sign ceases to display advertising matter or is blank for a period of sixty (60) days, it will be considered discontinued or abandoned.

3.19.17 For all above listed sections any sign, which is abandoned or left blank for more than a sixty (60) day period will be required to be removed or apply for a new permit. In applying for a new permit it will be required to meet all setbacks and district requirements.

DEF:

Abandonment: The cessation of use of an out door advertising sign upon a site with no intention to reclaim or use the sign again for advertising purposes.

Blank Sign: A sign void of advertising matter.

Building façade: That portion of any exterior elevation of a building extended from grade to the top of the parapet wall or eaves and the entire width of the building elevation, and which may also be referred to as the building face.

Freestanding/pole mounted signs: Signs supported by one or more uprights, poles, columns or braces in or upon the ground surface and not attached to any building or structure.

Non-Conforming Sign: A sign, which was lawfully erected but does not comply with the provisions of this ordinance passed at a latter date or later fails to comply with this ordinance due to changed conditions.

Wall mounted: A single-faced sign, which is in any manner attached or affixed to an exterior wall of a building or structure or mounted above or below a canopy

4.13 Method of Appeal: Any person aggrieved or affected by any provision of this Ordinance or by any decision of the Ordinance Administrator may appeal to the Board of Zoning Appeals, as provided by the rules of the Board, by filing a notice of appeal specifying the grounds for it. Every decision of the Board shall be subject to review by certiorari as stated under I.C. 36-7-4-1003.

4.6 If the work described in any permit has not been substantially completed within two (2) years of the date of its issuance, the permit shall expire and a written cancellation notice shall be sent to the property owner or applicant. Further work shall not proceed until a new permit is obtained. The permit may be renewed, as the permit was originally issued, for up to one (1) year if the renewal is obtained prior to expiration date, after such date a new permit shall be obtained.

4.11.1 Improvement Location Permit:

Residential Accessory Structures, Residential Additions & Agricultural Accessory Structures	\$125.00
Single-Family Residence	\$250.00
Multi-Family Residence	\$250.00 + \$5.00 per sq. ft. up to but not exceeding \$1,000

All Other Structures	
2500 square feet or less	\$500.00
2501 square feet to 5000 square feet	\$500.00
Over 5000 square feet	\$500.00 plus \$10.00 per each 10 sq.ft. over 5000 sq.ft up to but not exceeding \$1,000

6.5 Appeals from the Hearing Officer:

6.5.7 The Kosciusko County Area Plan Commission Staff has the reserved right to forward any petition directly to the full board for determination at any time.

Article 2

That the Kosciusko County Subdivision Control Ordinance be amended as follows

201.1 Kosciusko County Technical Committee: Committee which reviews all plats and rezonings to appear before the Kosciusko County Area Plan Commission in order to comment on technical aspects and concerns. This committee provides recommendations based on their review to the Area Plan Commission Board.

403.2 A plan of the proposed subdivision and all lands within on hundred (100) feet of its boundaries showing:

403.21 Sufficient elevations of highs and lows to permit general determination of the topography. The plan Commission may, if the situation warrants, request a contour map of the site with contours at intervals of two (2) foot. All elevations shall be based on the mean sea level datum as established by the U.S. Coast and Geodetic Survey.

403.22 Existing and proposed streets and right-of-way, including dedicated widths, roadway widths, approximate gradients, types and widths of pavements, curbs, stub right-of-ways, and sidewalks.

403.23 Utilities, including the size, capacity, and location of sanitary sewers, storm sewers, drainage facilities, water lines, gas mains, and power lines, including locations for future sewer and water expansions.

403.24 Soils map of the area including information on ground water and soil capabilities and flood plain information. This information can be obtained from the County Soil Survey of the Soil Conservation Service and should include but not be limited to 100 year flood elevations, delineated flood zone locations, and existing bench mark locations.

403.25 Title, graphic scale, north arrow, date, and legal description of the tract being subdivided on an eight and half by eleven (8.5" x 11") sheet of paper.

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403.3 A subdivision plat of the proposed subdivision drawn to a scale of not less than one hundred (100) feet to one (1) inch showing:

403.31 Subdivision name (which shall not duplicate existing subdivision names in the County).

403.32 Layout of lots, including dimensions, numbers, building set-back lines or front yard lines (which should be at or greater than those setbacks required by the Kosciusko County Zoning Ordinance), and flood plain lines (indicating where flood plain zones merge) where considered necessary.

403.4 Engineering plans for the proposed subdivision showing:

403.41 Profiles, cross-sections, and specifications for proposed street improvements in accordance with the Kosciusko County Highway Department specifications or effected City or Town.

403.42 Profiles and other explanatory data concerning the installation of the water distribution system, storm sewers, and sanitary sewers for development area.

403.43 Soil and water conservation: The Area Plan Commission, upon determining from a review of the preliminary plat by the representatives assisting the County Soil and Water Conservation District that the soil, slope, vegetation, and drainage characteristics of the site require substantial cutting, clearing, grading, and other earth-moving operations in the development of the subdivision or otherwise entail a severe erosion and sedimentation control plans and specifications prepared by a registered professional engineer using the Standards and Specifications for Soil Erosion by the U.S. Soil Conservation Service and a detailed stormwater and erosion control plan which meets all standards spelled out in the Kosciusko County Stormwater and Erosion Control Ordinance as well as complying with all state and federal regulations and requirements.

403.5 Restrictions: A draft of the protective covenants of the private restrictions to be adopted in the final plat.

403.6 Restrictive Farm Covenants:

403.61 Agriculture II subdivisions shall place the below covenant on the face of the recorded plat which prohibits any property owner within the plat to remonstrate or complain about normal farm activity.

403.62 Residential subdivisions, which are directly abutted or adjacent to an agricultural district, shall be required to place the below listed non-remonstrance covenant on the face of the recorded plat.

The following covenant shall be recorded on the above plats:

"No owners of any lot or other parcel within this plat shall at any time remonstrate against or attempt to cause the cessation of any legal farming operation within the immediate vicinity of the plat on the basis that such farming operation, whether now or existing or existing in the near future, interferes with the residential use of the lot or tract owned by the person or persons remonstrating. Any person accepting title to a lot or tract within this plat acknowledges that general agriculture areas exist adjacent to this plat and that activities on such agricultural areas may result in normal farm interferences such as noise, odor, dust, agricultural implement traffic, unusual hours, and other normal agricultural uses."

404.21 Calculated and actual measurable distances and bearing of the subdivision boundaries, lots, utility easements, streets, alleys, building set-back lines, flood plain lines (where applicable), and parcels of reserved or dedicated land for community purposes.

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404.3 IC 36-9-27-33 shall be placed on the face of all recorded plats that are transversed by any county maintained or regulated ditches or titles.

502 Natural Features: Earth moving, such as grading, topsoil removal, mineral extraction, stream course changing, road cutting, waterway construction or enlargement, removal of stream or lake bed material, excavation, channel clearing, ditching, drain tile laying, dredging, and lagooning shall be so conducted as to prevent erosion and sedimentation and to least disturb the natural fauna, flora, watercourse, water regimem, and topography. All erosion control methods shall conform with the below in addition to any regulations or requirements spelled out in the Kosciusko county Stormwater and Erosion Control Ordinance or any other local, state, or federal regulations or ordinances. In the instance that there is contradiction the more restrictive shall be followed.

604.1 All developments shall comply with the requirements and regulations spelled out in the Kosciusko County Stormwater and Erosion Control Ordinance.

607.3 All requirements laid out in the Kosciusko County Stormwater and Erosion Control Ordinance shall be met.

ARTICLE 3-ADOPTION

The Kosciusko County Commissioners shall adopt these Revisions and Amendments on the 26th day of February 2002. These Revisions and amendments shall be in full force and effective on the 26th day of February, 2002 from and after its adoption and publication.

BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA

Avis B. Gunter
Ronald Truex
Brad Jackson

Attest:
Sue Ann Mitchell
Kosciusko County Auditor

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Accept Area Plan Commission ordinance
amendments effective February 26, 2002.

Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County

Avis Gunter
Avis Gunter, President
Ronald Truex
Ronald Truex, Member
Brad Jackson
Brad Jackson, Member

Sue Ann Mitchell
Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

March 12, 2002

The Kosciusko County Commissioners held their regular meeting March 12, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the February 26, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building claim #25 was approved for payment.

IN THE MATTER OF AMERICAN FLAG DISPLAY:

Bill Dalton and Denny Nice requested the Commissioner approve the installation of flags at every light post around the Court House Square. Nice stated the cost for each flag if purchased through the American Legend would be less than forty dollars (\$40.00). Seventy-two (72) flags are currently displayed in the downtown area at various businesses. Dalton and Nice hope to raise awareness to the youth of our community. Dalton stated they have received countless thanks and positive comments from people that have seen these flags in the downtown area. There are less than twelve (12) light posts around the Court House Square.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Work with Mr. Dalton and Mr. Nice for the County to cover the cost of installing two (2) more flags. They will be placed on the North East and North West corners of the Court House Square because the other corners already have flags displayed.

IN THE MATTER OF CONKLING VACATION IN TIPPECANOE TOWNSHIP:

Mike Miner, Kosciusko County Attorney, stated he has received paperwork from Byron J. Berry, Attorney for Dan and Rebecca Conkling. Berry defined the area in question as a private easement but the Commissioners defined this area to stay what ever it is currently. It was not the Commissioners intent to change the use of the area. Miner will be in contact with Mr. Berry concerning this issue.

IN THE MATTER OF COST PRO SAVINGS FROM KBA:

Ron Robinson, Kosciusko County Administrator, presented a Cots Pro savings plan. This discount program is made available through KBA and is a program renewed every year.

Services are as follows:

1. Negotiate with providers to obtain substantial discounts on inpatient and outpatient hospital claims exceeding \$500.
2. Negotiate with providers to obtain substantial discounts on any non-hospital claims that exceed (or will exceed) \$500.

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MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve renewal of Cost Pro Savings plan.

IN THE MATTER ON MEDSTAT CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES:

Ron Robinson, Kosciusko County Administrator, presented the 2002 contract for Drug and Alcohol Testing Services. The only change in this contract from the previous year is that a 30-day prior written notice must be given by either party for termination or changes to this agreement. This contract will lock in the following prices for one year.

Charges for Contracted Services

DOT Driver Physicals	\$44.00
NIDA Drug Screen w/MRO	\$50.00
Non-NIDA Drug Screen w/MRO	\$21.00
Breath Alcohol Screening Test	\$17.00
Breath Alcohol Confirmatory Test	\$11.00
Random Selections (4 x year)	no charge

Rob Ladson, Kosciusko County Highway Engineer, stated the contract was written for his signature and is requesting that he have permission to sign it for the County. Mike Miner, Kosciusko County Attorney, reviewed the contract and stated no significant changes have been made from the prior year.

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

TO: Allow Rob Ladson to sign the Medstat
2002 contract.

IN THE MATTER OF PERSONNEL POLICY EXCEPTION ON NEW EMPLOYEES:

Ron Robinson, Kosciusko County Administrator, presented an exception to the Personnel Policy. Currently the policy reads as follows:

4.4 UNPAID LEAVE FOR NEW HIRES

New hired full-time employees are entitled to five (5) work days of unpaid leave during the first year of employment. Employees shall request use of unpaid leave from their department head. Absences beyond the limits set in this policy will result in disciplinary action. This benefit does not apply to elected officials.

The change being recommended is that new hire full-time employees are entitled to ten (10) workdays of unpaid leave during the first year of employment instead of five (5) workdays.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Accept the recommended change from
5 workdays to 10 workdays unpaid for
full-time employees during the first year.

IN THE MATTER OF JUSTICE BUILDING CLOSING REQUEST APRIL 1 THRU APRIL 8:

Ron Robinson, Kosciusko County Administrator, requests the Commissioners close the Justice Building from April 1 thru April 8 so the Courts, Clerk and Prosecutor can move to the new portion of the Justice Building. This would help accommodate the move, however the County would maintain an open door to take care of emergency business that has to be completed. Also the County would maintain computer

March 12, 2002

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access so the abstractors and banks could continue their work. The building would be closed for most purposes but necessary services would still be provided. Child support payment can be made through the deposit drop box.

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

TO: Close the Justice Building from April 1 thru April 8 but still provide essential services.

IN THE MATTER OF SPEED LIMIT ORDINANCE FOR CR 100E FROM CITY LIMITS NORTH TO CR 200 N:

CR 2002 03/165

Rob Ladson, Kosciusko County Highway Engineer, stated a speed limit is posted on 100E from the Warsaw city limits North to 200N at 45 mph. This sign has been posted for some time, but an ordinance can not be found. Ladson stated this limit sign must be taken down or enact an ordinance. Ladson recommends enacting an ordinance.

ORDINANCE 02--03-185

An Ordinance establishing speed limits on various County Roads, all within Kosciusko County, Indiana, and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and rights-of-ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish speed limits on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic speed study on the following roads all in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend the following speed limit.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Husky Trail (CR 100E.) from Warsaw City Limits, North to CR 200N. shall be 45 mph.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT ON March 12, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 12th day of March, 2002.

BOARD OF COMMISSIONERS, Kosciusko County
Avis Gunter, President
Bradford Jackson, Member
Ronald Truex, Member

Attest: Sue Ann Mitchell
Kosciusko County Auditor

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve speed limit ordinance for CR 100E from Warsaw City Limits, North to CR 200N at 45 mph.

March 12, 2002
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IN THE MATTER OF LOWES CREDIT ACCOUNT FOR HIGHWAY DEPARTMENT:

Rob Ladson, Kosciusko County Highway Engineer, request permission to open a Lowes Credit Account for the Highway. Ladson stated only purchasing agents established under the Commissioners ordinance would be allow to purchase items using this account. The Highway department has several credit accounts open currently including Walmart, TSC, Carter Lumber and Fastenal.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve County Highway to apply for a
Lowes Credit Account.

IN THE MATTER OF TRUCK EMERGENCY REPAIR:

Rob Ladson, Kosciusko County Highway Engineer, stated tandem truck 92 was damaged significantly in an accident a few weeks ago. The insurance adjuster is recommending that the truck be repaired rather then be replaced. Ladson is requesting the truck repair be declared an emergency repair. If this is declared an emergency, bids are not required. Ladson recommended we send the truck to the vendor recommended by the insurance agency, which is a dealership in Indianapolis.

Sue Ann Mitchell, Kosciusko County Auditor, stated the insurance situation gives the County the right to spend the money without an appropriation. However it does not exempt the County from having to receive bids for the repair. This is the reason the Commissioners would have to declare the repair of this truck an emergency. This would exempt the County from the bid process and expedite the repair of the truck to get it back in use as soon as possible.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Classify the repair of this truck an Emergency
and approve Ladson's recommendation for
truck repair.

IN THE MATTER OF BID OPENING FOR PRECAST CONCRETE STRUCTURES:

Rob Ladson, Kosciusko County Highway Engineer, stated pre cast concrete structures were included in the annual bid list. At that time, no bids were submitted. This is an item that can possibly save time and money so the bid was readvertised.

One bid was received:

Bridgetek

Bid includes a variety of prices for various sizes.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve bid as submitted by Bridgetek.

IN THE MATTER OF MAX FISHER REZONING IN JACKSON TOWNSHIP:

Matt Sandy, Kosciusko County Area Plan Commission, stated Max Fisher is seeking rezoning in Jackson Township for the following area:

A tract of land located in the State of Indiana, County of Kosciusko, Township of Jackson, being a portion of Section 3, Township 30 North, Range 7 East, Bounded on the South by State Road 14 and on the West by State Road 13, and more fully described as follows to wit:

Commencing at the Southwest corner of Section 3, Township 30 North Range 7 East, Located at the intersection of State

March 12, 2002

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Roads 13 and 14, and being the point of beginning, thence North 1 degree 52 minutes East, 669.90 feet along the west line of Section 3, also being the centerline of State Road 13, to a point, thence South 88 degrees 45 minutes West, 289.42 feet to an iron pin, thence South 1 degree 52 minutes West 669.35 feet to a point on the south line of Section 3, along being the centerline of State Road 14; thence North 88 degrees 45 minutes West, along said south line 289.42 feet to the point of beginning.

Sandy stated Fisher is requesting to rezone from agriculture to commercial. The recommendation from the Area Plan Commission is not to rezone for various reasons. Commercial development needs to be concentrated more in a central business area. The nearest municipality and services for commercial is the Town of North Manchester about 4 miles to the South. Also a concern was that this section is rather small to be rezoned at about 4-acres. A majority of the soils on this specific tract are not the better soils in the area for putting a septic and well. This would be handled through the State.

Bill Dalton, Attorney for Max Fisher, requested this matter be tabled until a later date when he possibly could furnish better information. Also Dalton suggested he would like to review the status of this with the Director of the APC to see if their is anything Fisher may be able to do to make this rezoning acceptable to the APC.

No remonstrators were present.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Table rezoning until March 26, 2002
Commissioners meeting.

IN THE MATTER OF COMBINED JOINT MEETING:

Matt Sandy, Kosciusko County Area Plan Commission, requested on behalf of the APC a combined meeting with the Commissioners and the Area Plan Commissions to discuss some of the issues concerning agricultural zoning, consultants and other topics.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Have a joint meeting between the
Commissioners and the APC at 10:00 a.m.
March 26, 2002.

Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,

Kosciusko County

Avis Gunter
Avis Gunter, President
Ronald Truex
Ronald Truex, Member

Brad Jackson
Brad Jackson, Member

Sue Ann Mitchell
Attest: Sue Ann Mitchell

Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

March 26, 2002

The Kosciusko County Commissioners held their regular meeting March 26, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	MIKE MINER, COUNTY ATTORNEY
BRAD JACKSON	

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the March 12, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented.

IN THE MATTER OF PROVAL SOFTWARE PURCHASE FOR PROPERTY ASSESSMENT:

Bob Momeyer, Kosciusko County Systems Administrator, presented his recommendation for the assessment process for the County. Currently the County uses Manatron as a vendor for their Proval program for assessment data. The State Legislature has not postponed the reassessment for this current year. Manatron indicated we must upgrade our software to handle the new capabilities for the reassessment. Momeyer stated the County has known about this for some time and he has been investigating several options.

Manatron has presented Momeyer with an initial contract, which he is in the process of negotiating various clauses with them. Mike Miner, Kosciusko County Attorney, has reviewed this contract for its content. The cost has yet to be locked down. Currently the cost for this contract will be \$29,000 up front fees, \$4,580 per month support fees and \$14,000 in hardware costs. We would insure this first year to implement this product. Other avenues have been investigated and determined that they all are extremely expensive. This is the most acceptable option cost wise.

Momeyer requests the Commissioners agree to this contract when it is finalized and due to a time issue, allow Avis Gunter be granted the authority to approve and sign this contract.

MOTION: Ronald Truex	TO: Approve initial contract and allow
SECOND: Brad Jackson	Avis Gunter to sign contract when completed.
AYE: 3	NAY: 0

IN THE MATTER OF INCREASE OF MEDICAL CO-PAY FOR INMATES:

C. Aaron Rovenstine, Kosciusko County Sheriff, requested increasing the medical co-pay for the inmates from the current \$7.00 fee to \$10.00 which is permitted by state statute. An ordinance would need to be done to update this change. Rovenstine also stated currently there is a bill in legislation that would allow this to be raised to \$15.00.

MOTION: Brad Jackson	TO: Raise the medical co-pay for inmates to
SECOND: Ronald Truex	the maximum allowable.
AYE: 3	NAY: 0

March 26, 2002
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IN THE MATTER OF DISPATCH CENTER PRAISES:

C. Aaron Rovenstine, Kosciusko County Sheriff, presented a letter from the American Red Cross and Parkview Samaritan Flight Team praising the professionalism and hospitality shown from our 911 Dispatch Center. Rovenstine also stated the dispatch work load has been very heavy the past few days and has come through it with flying colors.

IN THE MATTER OF BOND REISSUE BY ROGER UMBAUGH:

Roger Umbaugh presented information on reissuing of bond. The net savings to the County would be \$3.9 million and would reduce the life to the bond by five years. Umbaugh stated Sue Ann Mitchell, Kosciusko County Auditor, has spent a great deal of time working out cash flow and we can safely apply \$2.6 million of edit funds, \$600,000 construction funds from the building corporation and funds out of the bond interest account. The old interest rate was 5.68% and the new interest rate will be 4.57%, approximately a 1% reduction in interest cost. The issue size would go from 19 million to \$16,885,000. The gross savings would be approximately \$7 million. The net savings after all cost, issuances, expenses and application of cash would be approximately \$3.9 million. Umbaugh stated the sale would be two to three weeks away. The payment would be slightly higher, but the budget more then covers this.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Move \$2.6 million in excess edit funds
and approve a resolution to the building
corporation requesting they move forward
with the sale.

IN THE MATTER OF APPROVAL OF WTH CONTRACT FOR SOFTWARE UPGRADE FOR 911:

David Fisher presented a contract for the Kosciusko County Public Safety Department regarding GIS mapping software upgrade for 911. This is paid for from 911 funding.

CONTRACT

prepared for
Kosciusko County
Public Safety Department

WTH
Engineering

OVERVIEW

Think Map software has been designed specifically for local governments to manage, plane and track all county related activities including land use, public safety, and infrastructure. We provide both data and intuitive program to access and update that data. Think Map provides quick responses to basic and advanced information needs. Numerous cities and counties all over the country have already discovered the advances and flexibility of Think Map.

The Kosciusko County Public Safety Department (the "Client") wishes to upgrade their Digital Mapping System for City Map to Think Map 4. This proposal defines the scope of products and services to be offered with WTH Technology, Inc (the "Company") and the compensation to be paid by the Client.

Contract Summary

The following is a summary of this proposal. Each item is described in more detail below.

- The Company will write new import scripts that will translate the Client's Arc View data into Think Map 4 data.
- The Company will provide and install onto a total of 40 computers used for Public Safety all of the necessary software required to view, query, and edit the digital map. The mapping software will also be interfaced with the Client's existing CISCO CAD system.
- The Company will provide technical support for licensed users of the software, synchronize data between users, and provide an off-site backup. Upgrades to the software will be automatically installed onto the Client's computers as they become available.
- The cost of these products and services will be \$11,800 plus a \$3,500 Customer Service fee (paid annually) for the 40 users of Kosciusko County and City of Warsaw Public Safety Departments.

SOFTWARE LICENSES

The Software provided with this contract is called Think Map. The software and its components provide the user interface necessary to view, query, and manipulate the map and its data (commonly referred to as layers).

Use of Software

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SOFTWARE LICENSES

The Software provided with this contract is called Think Map. The software and its components provide the user interface necessary to view, query, and manipulate the map and its data (commonly referred to as layers).

Use of Software

The software will be licensed for use on 40 computers to be used for Public Safety purposes only. The software may be installed on individual PC workstations or on a network. The breakdown of the software licenses is as follows:

	User Licenses	Cost per License	Total
Laptops	20	\$350.00	\$7,000.00
City Cars	10	\$400.00	\$4,000.00
Dispatch	7	N/C	\$0.00
EMS (Multi-Township)	2	\$400.00	\$800.00
Bill Holder	1	N/C	\$0.00
Total	40		\$11,800.00

Additional users may be added in the Kosciusko County for a fee of \$500 per license as long as the Client remains on the Customer Support Plan.

This includes licenses for cities and towns within the county in order to keep addresses updated and synchronized.

DELIVERY

Installation and Training

When the project is completed, WTH Technology will install the software and data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. We will provide on-site training in the form of a "Lunch and Learn" for all users.

CUSTOMER SUPPORT

Data Synchronization

This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments. Remote users who have Internet access on their computer will be able to automatically connect to WTH Technology's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date each morning. This option does not require the Client to have a network, simply an Internet connection. The Client is responsible for providing Internet access.

In addition to the sharing of data within the County, WTH's Data Synchronization program will allow the Multi-County Synchronization for the purpose of enhancing public safety across political boundaries. Counties can sign Inter-Local Cooperation Agreements that allow WTH to share road and address information with the surrounding counties via the nightly synchronization process.

Phone Support

Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

Software Upgrades

Any enhancements made to the Think Map system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

Off Site Data Backup

WTH Technology will maintain a backup of the Client's Map Data off site from the county. In case of disaster, this data backup will be provided to the county.

PRICING AND TIMEFRAME

Phase	Delivery Date from Contract Signing	Amount	Invoice Date from Contract Signing	Description
Phase I	15 days*	\$11,800	15 days	Software + Arc View import scripts + Kosciusko County Map (updated for Think Map 4)
Customer Support	N/A	\$3,500	15 days	1 year of Customer Support
Total GIS Cost		\$15,300		

* To be delivered 15 days after the signing of this contract and the delivery of all source materials by the Client.

ATTACHMENTS

March 26, 2002

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Basic Functionality

- Use the zoom and pan tools to view any area of the map at any scale.
- Locate any named objects or locations on the map by selecting them from an alphabetical index or by pressing the Map button from an Access data sheet.
- Users can query the database for a set of records matching any criteria based on any combination of field values and then show the results on the map.
- Point and click on any object on the map to view the data linked to that object (i.e. road bridge, address, etc.).
- Measure any distance or area.
- Layers can be turned on and off independently to customize the appearance of the map at each workstation
- Import or Export data from and to other GIS applications.
- E911 interface to provide automatic pop-up map with each E911 call.
- Editing tools are included to assist in adding or changing any information.
- GIS Interface.
- A parcel assessment tool automatically determines the soil types and land types for a parcel and calculates the acreage of each portion of the parcel. This requires a parcel, soil and land use layer on the map.

System Requirements

- Recommended: (No computer hardware is included in the purchase of this system)
 - PII-300 Mhz processor or higher
 - CD drive
 - 128 MB ram (256 recommended for computers that have a parcel layer)
 - Windows 95, 98, NT, 2000, ME, or XP
 - 17" or larger color monitor
 - 3 gigabytes of available hard drive space (more hard drive space required for higher resolution aerial photography)
 - Keyboard and mouse
 - Modem and/or Internet access (required for data synchronization, backup, and support)
 - Microsoft Access 2000 for any bridge, culvert, or road inventories
- Minimum:
 - Pentium processor
 - CD drive
 - 64 MB ram
 - Windows 95, 98, or NT
 - 15" SVGA color monitor capable of displaying 16 bit color at 800 X 600 resolution or better
 - 2 gigabytes of hard disk space
 - Keyboard and mouse
 - Modes and/or Internet access (required for data synchronization, backup, and support)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 26th day of March, 2002.

Company:
WTH Technology, Inc.

Rex Jones
President

Client:
Kosciusko County

Brad Jackson
Commissioner

Ronald Truex
Commissioner

Attest:
Sue Ann Mitchell
Auditor

Avis B. Gunter
Commissioner

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 **NAY:** 0

TO: Approve contract with WTH for GIS
mapping software upgrade for 911 pending
Mike Milner's approval.

**IN THE MATTER OF PUBLIC SAFETY COOPERATION AGREEMENT WITH OTHER
COUNTIES:**

David Fisher presented an agreement between Kosciusko County Board of Commissioners and WTH Engineering, Inc. to allow WTH to share road and address information provided by the County with those governmental entities who in turn agree to share their road and address information to WTH with Kosciusko County.

PUBLIC SAFETY COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of February, 2002 between Kosciusko County by and through the Kosciusko County Board of Commissioners (hereinafter "County"), and WTH Engineering, Inc. (hereinafter "WTH").

WHEREAS, County agrees for the purpose of promoting and enhancing public safety across political boundaries, to allow WTH to share road and address information provided by the County, with those governmental entities who in turn agree to a reciprocal sharing of their road and address information provided to WTH with County.

NOW, THEREFORE, IT IS AGREED THAT:

1. The County agrees, for the purpose of enhancing public safety across political boundaries, to allow WTH to share road and address information provided by County to WTH, with other governmental entities that have entered into similar public safety cooperation agreements with WTH. In return for County allowing this sharing of road and address information provided by County to WTH, WTH agrees to provide County with road and address information from other governmental entities that have entered into similar public safety cooperation agreements with WTH.
2. It is agreed that any cost entailed in this reciprocal sharing of road and address information between governmental entities shall be borne solely by WTH.
3. This Agreement does not in any way change the ownership rights of information shared.
4. The Parties agree to indemnify and hold harmless each other and their respective officers and employees from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected with the performance of

March 26, 2002

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- any/ of the duties and responsibilities by the parties under this Agreement. Each party agrees there are no warranties or representations with regards to the accuracy of the information that is being supplied by each party.
5. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.
 6. This Agreement may be amended or modified only by the mutual written agreement of the principal parties.
 7. This Agreement shall be in full force and effect upon signing by the parties hereto, and shall be in effect through December 31, 2002. This Agreement shall automatically review for succeeding one year terms unless either party delivers a written Notice of Intent to Not Renew to the other party at least 30 days prior to the date of expiration and automatic renewal of the Agreement.
 8. This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

WTH ENGINEERING, INC. (WTH)

Rex Jones, President

APPROVED AS TO FORM:

Mike Miner

County Attorney

KOSCIUSKO COUNTY

BOARD OF COMMISSIONERS OF THE
COUNTY OF KOSCIUSKO

ATTEST:

Sue Ann Mitchell

Auditor

Ronald Truex
Avis B. Gunter
Brad Jackson

MOTION: Ronald Truex

SECOND: Brad Jackson

AYE: 3 NAY: 0

TO: Approve agreement for sharing road and

address information to other counties
through WTH subject to Mike Miner's
approval.

IN THE MATTER OF WORKMAN'S COMPENSTAIION POLICY THROUGH IPEP:

Sue Ann Mitchell, Kosciusko County Auditor, presented a workman's compensation policy through Indiana Public Employers' Plan, Inc. (IPEP). Mitchell stated Ron Robinson, Kosciusko County Administrator, invited quotes from Beauchamp and McSpadden and IPEP on workman's comp. Robinson had reviewed these quotes prior to leaving for vacation and stated there is a \$52 difference between the two policies. Robinson's recommendation is that the IPEP contract be approved. Our coverage on our previous policy expires April 1, 2002.

INDIANA PUBLIC EMPLOYERS' PLAN MEMBERSHIP AGREEMENT

This Agreement made and entered into by and between KOSCIUSKO COUNTY BOARD OF COMMISSIONERS, a governmental entity or political subdivision of the State of Indiana and the Indiana Public Employer's Plan, Inc., an Indiana not-for-profit corporation.

WITNESSETH,

WHEREAS, pursuant to IC 23-17, IC 22-3-6-2(c) and IC 36-1-7, certain governmental entities and political subdivisions of the State of Indiana, as described in IC 34-6-2-49, IC 34-6-2-110 and IC 34-13-3, desire to combine in a group self-funded program to be known as the "Indiana Public Employers' Plan, Inc.", an Indiana not-for-profit public benefit corporation, (hereinafter known as "IPEP" or the "Plan") for the purpose of satisfying their respective obligations under IC 22-3-2 through IC 22-3-6, IC 22-3-7 and IC 22-3-9, hereinafter referred to as the "Acts", and;

WHEREAS, each Member has executed a Membership Application and provided to the Plan a duly executed resolution of its governing body authorizing its participation in the Plan, the same being attached hereto and made a part hereof as Exhibits "A" and "B", respectively.

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NOW, THEREFORE, in consideration of the payment of an initial contribution of ONE HUNDRED THREE THOUSAND NINE HUNDRED SIXTY-THREE (\$103,963.00) Dollars and such other amounts as may be established hereafter by the Plan's Board of Directors ("Board") and the terms and conditions set forth herein, the Plan and the undersigned Member agree as follows:

1. The Plan shall operate only as an agent and representative of the Member hereto as of 12:01 A.M. on the 1st day of APRIL, 2002 for the payment of any and all liability imposed by the Acts for injuries, illness, or death suffered by an employee of the Member by accident arising out of and in the course of employment (subject to the employment exclusions of IC 22-3-2-2(a) and (b) and the benefit limitations of IC 22-3-2-2(c) included herein only by special addendum) by the Member; to pay physician's fees, nurse's charges, hospital service, hospital supplies, burial expenses, compensation, or death benefits imposed upon member or accepted by the Plan, under the provisions of the Acts as they may from time to time be amended. However, for claims filed under the Indiana Employers' Liability Act (IC 22-3-9), the Plan's payments shall be limited to:

Bodily injury by accident.....	\$1,000,000 each employee
Bodily injury by disease.....	\$1,000,000 each employee
All bodily injury.....	\$1,000,000 all employees-aggregate limit

Further the plan shall:

1.1 Defend or cause to be defended in the name and on behalf of the Member, any claims, demands, or suits arising out of any alleged injury, death, or illness subject to the Acts only; no defense or other services shall be provided for claims filed under any Act or the Congress of the United States nor for employments excluded under IC 22-3-2-2.

1.2 Pay, for and on behalf of the Member, all sums required by the Acts, including physician's fees, nurses' charges, hospital services, hospital supplies, and burial expenses that may be awarded or agreed upon under the Acts, that the obligation of the Plan shall not be affected by any default of the Member after the injury or illness nor in the giving of any notice required by this Agreement or the Acts.

1.3 Any and all weekly compensation benefits awarded or agreed upon under the Acts may be paid to the Member for distribution to its appropriate employee in a timely manner, or directly to the employee at the direction of the Member.

1.4 Have authority to settle any suit or claim, for and on behalf of the Member, which payment shall be conclusive as between the Member, Member's employee, and the Plan.

1.5 Be subrogated to all rights, which the Member may have against any party, in respect to any claim or payment made, assumed or incurred under this Agreement.

1.6 The Plan shall procure and continuously maintain excess or reinsurance in an amount upon terms determined by the Board and in no event shall any agreement exchanged hereunder render any Member liable as an indemnifier or guarantor of the liability of others except to the extent set forth herein but shall bind each Member separately and for itself alone, subject to the limitations upon liability herein expressed.

2. The continued participation of any Member in the plan is subject to excess or reinsurance carrier approval and any conditions mandated thereby.

3. Each Member agrees to be bound by the rules and by-laws promulgated by the Board for the administration of the Plan, including, but not limited to, the following:

3.1 Upon the occurrence of any contingency covered by this Agreement, the Member shall give immediate written notice thereof to the attorney-in-fact, shall complete any and all forms required by the Acts, any governmental agency, or the Board, and shall forward to the attorney-in-fact forthwith every written communication, or information as to any verbal communication, and every process, pleading, and paper of any kind relating to any end and all claims, suits, and proceedings related to injury, illness, or death of an employee or Member subject to the Acts.

3.2 The Member shall not make any admission of liability before or after receipt of notice of injury, death, or illness, nor shall it, except as its own cost, incur any expense, make any payment, or settle any claim, nor shall it interfere in any negotiations for settlement or in any legal proceedings in respect of any injury or illness for which the Plan shall be liable under this Agreement without, in each case, the written authority of the attorney-in-fact or the Plan's counsel.

3.3 Whenever required by the attorney-in-fact, and at the Plan's expense, the Member shall promptly aid in securing information and shall furnish, on forms prescribed by the Board, the same to the Plan for filing with the Board, and evidence and the attendance of witnesses, and shall cooperate with the Plan in all matters which the attorney-in-fact or its counsel may deem necessary in the defense of any claim or suit or in any review or appeal thereof.

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3.4 Contributions from the Member (estimated based upon its application) shall be collected at the time of such Member's execution of this Agreement. An adjustment to the contribution may be made during the next Plan year after the anniversary date of the Agreement based upon payroll submit as may from time to time be determined by the Board, whether or not membership is current or has terminated. The Member shall furnish to the attorney-in-fact, whenever requested to do so, a written declaration of the exact amount of the entire earnings of its employees to whom it may be liable under the Acts, and shall permit the attorney-in-fact or its agents at all reasonable times during the term of this Agreement, and within two (2) years of its termination, to examine the Member's books or any other of its record, so far as they relate to the earnings of the Member's employees. If the total of such earnings differ from the amount estimated in the application, the contribution shall be adjusted by an immediate further proportionate payment to the Plan, or by a refund, as the case may be, computed at the rates specified by the Board. The contribution or any portion thereof remaining to the credit of the Member, may be returned to the Member at the termination of this Agreement or any extension thereof, providing all liability of the Member to the Plan be fully discharged and satisfied, subject to adequate reserving for unpaid claims. If complete and accurate payroll records are not kept corresponding to the employment classification in the schedule of rates established by the Board, the total actual payroll shall be considered as expended under the highest rated classification, and the contribution shall be computed and collected on that basis. The rendering of any estimate or declaration of any settlement shall not bar the examination provided for, nor the right of the Plan to be an additional contribution.

3.5 The attorney-in-fact and the Board are authorized as to each of said Members to receive service of process on any suit or other proceeding begun or maintained as aforesaid.

3.6 It is understood, and as a part of the consideration of this Agreement, that each of the Members, by entering into this Agreement, covenants and agrees with each of the other Members to pay an amount in excess of the annual contributions in the event all funds of the Plan, and all excess insurance be exhausted and there be outstanding, unpaid liabilities of the Plan; provided, however that in no event shall the Member hereto be liable in any amount in excess of its proportional share of the total contribution received by the Plan during the year in which the deficit occurred.

3.7 There shall be no capital shares or stock, and the attorney-in-fact shall keep an accounting of all monies paid by each Member, which accounting shall always be open to inspection by the Member.

3.8 As compensation for services and in consideration of defraying all expenses incident to conducting the exchange of these covenants and the placing of insurance and reinsurance, as herein authorized, including but not limited to, court costs and attorney fees, Board expenses, and all reasonable expenses of handling and investigating claims and cost of paying claims, excepting taxes, insurance and reinsurance premiums, the attorney-in-fact is hereby authorized to deduct an amount certain, authorized by the Board, from all monies received by it for credit to Member's account as herein provided. Upon receipt of any contributions from Member, the attorney-in-fact shall forthwith deposit the balance thereof to the credit of said Plan in the depository named by the Board.

3.9 This Agreement is issued for a period not to exceed thirty-six (36) months from the date hereof, or until _____, whichever first occurs. This Agreement shall, upon payment of established annual contribution, be automatically extended for a further period of thirty-six (36) months, provided there are no unpaid contributions for the previous twelve (12) month period.

3.10 This Agreement may be terminated as of midnight of the last day of any calendar month by either of the parties hereto by giving thirty (30) days' written notice of its intention to terminate.

3.11 Any termination of this Agreement by cancellation prior to expiration of the term described in paragraph 3.10 shall not be effective until 12:01 a.m. on the eleventh (11th) day after written notice of such termination has been received by the attorney-in-fact at its office. However, any termination by expiration of the membership term shall be effective at midnight the last day of that term.

3.12 Each Member agrees to initiate and maintain a safety and loss control program to give its employees proper working conditions and agrees to follow the recommendations of the Plan to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and may not rely upon evaluations or recommendations made by the Plan in making final decisions concerning this safety program and practices.

3.13 The Member shall cooperate with the Plan and, upon the Plan's request, shall attend conferences, hearings, and trials and shall assist in the effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and otherwise cooperate in the conduct of suits, or administrative proceedings. The Member shall not, except at its cost, which shall not be reimbursed by

March 26, 2002
Page 10 of 13

the Plan, voluntarily make any payment, assume any obligations or incur any expense other than for such immediate medical and other services at the time of injury as may be required by the Acts.

3.14 Each Member does hereby appoint the Plan's attorney-in-fact as its agent to act in the Member's behalf to file reports and to make arrangements for payment of claims, medical expenses and all other things required or necessary insofar as they affect the Member's liability under the Acts or such Member's obligations under the rules, regulations, order, or awards of the Worker's Compensation Board of Indiana. Upon a member entering into this Agreement, then the said member hereby appoints Timothy R. Downey Insurance, Inc. its attorney-in-fact.

3.15 Each Member shall make payment, upon demand, of all contributions as required under this Agreement.

3.16 The Board, the Plan's attorney-in-fact, and any of their officers, agents, servants, employees, or attorneys, shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery and permitted at all times and within two (2) years following termination of membership to examine Member's books, vouchers, contract, documents, and records of any and every kind which may be needed to verify any information provided to the Plan or contributions which are payable or were paid to the Plan.

4. No alterations of this Agreement shall be valid unless in writing and executed by the Member and Plan through its attorney-in-fact.

5. This Agreements shall be constructed under the laws of the State of Indiana.

6. It is specifically agreed and understood that participation in the Plan shall not constitute the purchase of a contract of insurance nor convey an ownership interest in any assets of the Plan nor issuance of stock or other evidence of equity to the Member, except to the extent otherwise allowed by law or this agreement.

IN WITNESS WHEREOF, the Member and the Plan, by and through their duly authorized representatives, executed this Agreement this 26th day of March, 2002.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

KOSCIUSKO COUNTY BOARD OF COMMISSIONERS

Avis B. Gunter

MOTION: Ronald Truex

SECOND: Brad Jackson

AYE: 3 NAY: 0

TO: Accept IPEP agreement for new

Workman's Compensation policy

affective April 1, 2002.

IN THE MATTER OF HISTORICAL SOCIETY REQUEST FOR MARKER INSTALLATION.

Sue Ann Mitchell, Kosciusko County Auditor, presented an application for the Kosciusko County Historical Society to install a marker at the Kosciusko County Jail Museum on the east side of the building facing Indiana street. The County leases this building to the Historical Society. No County funds will be used to purchase this sign.

MOTION: Brad Jackson

SECOND: Ronald Truex

AYE: 3 NAY: 0

TO: Approve placement of marker on the east

side of the building facing Indiana street.

IN THE MATTER OF 300 S AT COUNTY FARM ROAD INTERSECTION:

Sharon Howard was to be present to discuss the intersection at 300 South and County Farm Road but was not present do to weather conditions. She will be present at the April 9, 2002 meeting. No one else was present to discuss this intersection.

March 26, 2002
Page 11 of 13

Brad Jackson, Kosciusko County Commissioner stated he would like to see a double stop sign on each side of this intersection. Ladson stated we will need an ordinance to do this. Also this will take us some time to do given the current weather conditions. Ladson will need to contact companies involved to locate and mark gas and phone lines before posts can be driven for the new signs. These signs will face East and West bound on 300 South.

IN THE MATTER OF OSHA SAFETY TRAINING COURSE THANK YOU:

Rob Ladson, Kosciusko County Highway Engineer, requested sending a thank you note to Lawson-Fisher Associates, P.C. for hosting the OSHA 10-hour safety training course. This is offered as a service free of charge and lunch is also provided. The only cost to the County is the time of the employees attending.

**BOARD OF COMMISSIONERS
KOSCIUSKO COUNTY, INDIANA**

Commissioners:
Avis B. Gunter - President
Bradford L. Jackson
Ronald Truex

March 26, 2002

Lawson-Fisher Associates, P.C.
Attn: John Fisher
525 W. Washington
South Bend, IN 46601

Dear Mr. Fisher:

The Kosciusko County Board of Commissioners would like to extend a special "thank you" for the OSHA 10-hour safety training sessions that Lawson-Fisher Associates provided to a group of our Highway Department employees on March 19th and 20th.

Sincerely,

BOARD OF COMMISSIONERS, Kosciusko
County

Avis Gunter, President
Bradford Jackson, Member
Ronald Truex, Member

IN THE MATTER OF UNIFORM TRAFFIC CONTROL MANUAL:

Rob Ladson, Kosciusko County Highway Engineer, stated he continues to strive for uniform road sign policies based on this manual which is State law. The Commissioners in the past have stated certain signs not listed in the manual not be installed in the County. The reason being as a result of lawsuits over the "Slow Children at Play" sign. Liability insurance carriers would not insure this sign or other signs not listed in the manual. Additionally some signs are in the manual but in the past the Board has decided not to post certain signs such as "Deer Crossing" signs. Ladson is proposing the Commissioners make a statement on how some of these signs be handled.

Kosciusko County Road Signing Program:

The Kosciusko County Board of Commissioners, in an effort to eliminate non-uniform road signing procedures and to establish an effective Road Sign Program, establishes the following policy.

- I. The Kosciusko County Highway Department shall not install any sign that is not specifically listed in the Manual on Uniform Traffic Control Devices. Such signs include, but are not necessarily limited to the following:
 - A. Slow Children at Play
 - B. Deaf Child
 - C. Blind Child
 - D. Hidden Drive
 - E. Dangerous Intersection
- II. The Kosciusko County Highway Department shall not install the following:
 - A. Deer Crossing
 - B. Cattle Crossing
 - C. Tractor Crossing
 - D. Truck Crossing
 - E. Bicycle Crossing
- III. The Kosciusko County Highway Department shall remove any sign located in the public right-of-way that meets the criteria listed in Item I and / or Item II.

**BOARD OF COMMISSIONERS,
Kosciusko County**

Avis B. Gunter, President
Bradford Jackson, Member
Ronald Truex, Member

Attest: Sue Ann Mitchell
Kosciusko County Auditor

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0
TO: Approve guidelines for County Road Sign Program.

IN THE MATTER OF OPEN HOUSE FOR JUSTICE BUILDING:

Sue Ann Mitchell, Kosciusko County Auditor, stated Sunday, April 14, 2002 from 1:00 p.m. to 4:00 p.m. would be the open house for the new Justice Building pending any unforeseen problems.

March 26, 2002

Page 13 of 13

IN THE MATTER OF COMMISSIONER, APC AND BZA JOINT DISCUSSION:

The Kosciusko County Commissioners, Area Plan Commission and Board of Zoning Appeals had a joint discussion concerning ordinance issues. No decisions were made at this time.

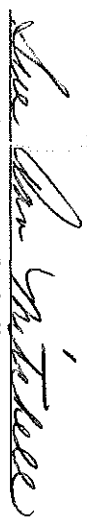
Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Guntér, President


Ronald Truex, Member

Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

IN THE MATTER OF CONKLING VACATION:

Mike Miner, Kosciusko County Attorney, stated nothing new has been presented to him on the Conkling vacation of Esplanade in Hiner South Park. Conkling's attorney was to give Miner an easement for his approval and has not yet done so. Miner will revisit this issue with the Commissioners when he receives an acceptable easement.

IN THE MATTER OF BOND REISSUANCE:

Mike Miner, Kosciusko County Attorney, stated he would like to congratulate Sue Ann Mitchell and the County in receiving an A+ rating from Standard and Poors for our bond.

Sue Ann Mitchell, Kosciusko County Auditor, stated along those same lines, she has the booklets on the bond issue and spoke with the gentlemen from Standard and Poors. He stated the fact that the County had good financial reserves, little debt and we financially manage our money very well was a plus. All these factors will result in a lower interest rate.

IN THE MATTER OF CITY/COUNTY CONTRACT FOR AERIAL PHOTOS:

Ron Robinson, Kosciusko County Administrator, presented an inter-local agreement between the City of Warsaw and Kosciusko County regarding the 2002 countywide aerial photo project.

INTER-LOCAL CORPORATION AGREEMENT
BY AND BETWEEN
THE CITY OF WARSAW
AND
KOSCIUSKO COUNTY, INDIANA
REGARDING THE
2002 COUNTY-WIDE AERIAL PHOTOGRAPHY PROJECT

This Agreement is made and enter into as of the 5th day of April, 2002, by and between the City of Warsaw, Indiana ("City") and Kosciusko County, Indiana ("County").

WHEREAS, I.C. 36-1-7 et seq. provide that certain powers be exercised jointly by two or more political subdivisions if the subdivisions so agree by contract; and,

WHEREAS, City and County desire to agree regarding the City's portion of the professional fees to be paid for the 2002-County Wide Aerial Photography Projects;

NOW, THEREFORE, IT IS AGREED:

1. That the City and the County will enter into whatever contracts or agreements as are necessary to complete the 2002 County-Wide Aerial Photography Project.
2. That the City will pay, when necessary, the sum of \$20,000.00 against the total price of the project representing the City's fair share of said expense.
3. That the County will pay the balance of said contract as its fair share.
4. This agreement will become effective upon signing by the parties hereto, and the passage of appropriate resolutions as required by I.C. 36-1-7-2.

April 9, 2002

Page 5 of 5

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of this 9th day of April, 2002.

KOSCIUSKO COUNTY INDIANA,
BY ITS BOARD OF COMMISSIONERS

Brad Jackson
Avis B. Gunter
Ronald Truex

APPROVED AS TO FORM AND CONTENT:

Michael D. Miner
County Attorney

ATTEST:
Sue Ann Mitchell, Auditor

CITY OF WARSAW, INDIANA
BY ITS BOARD OF PUBLIC WORKS

Ernie Wiggins
Jerry Patterson
Charles D. Smith

APPROVED AS TO FORM AND CONTENT:

Michael L. Valentine,
County Attorney

ATTEST:
Elaine Call, Clerk-Treasurer

TO: Approve inter-local agreement between
City of Warsaw and Kosciusko County for
2002 Countywide aerial photo's.

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

IN THE MATTER OF SOIL BORING AT WORK RELEASE:

Ron Robinson, Kosciusko County Administrator, stated he is doing some future planning by doing some soil boring at Work Release. The cost for this is \$2,315.

TO: Proceed with soil boring at Work Release.

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

IN THE MATTER OF FIRE ALARM SYSTEM AT WORK RELEASE:

Ron Robinson, Kosciusko County Administrator, stated the fire alarm system at work release is in dyer need of repair. After receiving one quote, Robinson found this to be an extremely costly repair. Robinson is seeking addition quotes for the repair.

IN THE MATTER OF ICE MAKER FOR JAIL:

Ron Robinson, Kosciusko County Administrator, stated the current icemaker at the jail is in need of repair. Robinson recommends we purchase a new icemaker for the jail and refurbish the current icemaker and relocate it to work release. He is seeking currently seeking quotes. This is a time sensitive issue that need decided upon now.

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

TO: Approve purchase of new icemaker for jail
and refurbish current icemaker for work
release.

April 9, 2002
Page 6 of 6

IN THE MATTER OF PUBLIC TEST OF THE AUTOMATIC TABULATING EQUIPMENT:

Sue Ann Mitchell, Kosciusko County Auditor, stated Sharon Christner, Kosciusko County Clerk is giving notice of public test of the automatic tabulating equipment.

Sharon Christner
Clerk Kosciusko Circuit Court

Notice is hereby given that the Public Test of the automatic tabulating equipment to be used at the Indiana Primary Election on May 7, 2002 will be conducted in the Kosciusko County Clerk's office, 121 N. Lake St., Warsaw, IN 46580 at 11:00 AM on April 12, 2002.

This Public Test is open to the general public.

Indiana Election Code: 3-11-13-22

IN THE MATTER OF SHELTER ALLOWANCE:

Sue Ann Mitchell, Kosciusko County Auditor, stated there has been some confusion brought about by press releases concerning "Shelter Allowance". If someone is signed up for the Homestead Credit, they are signed up for the Shelter Allowance. There is no new exemption to be filed. The only taxpayers that should be concerned ones that do not currently have a homestead credit. Mitchell stated the Shelter Allowance is currently being challenged in tax court.

Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County

Avis Gunter, President

Ronald Truex, Member

Brad Jackson, Member

Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

April 9, 2002

The Kosciusko County Commissioners held their regular meeting April 9, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the March 26, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building Claim # 26 was approved for payment as presented.

IN THE MATTER OF NEW KITCHEN IN THE JUSTICE BUILDING:

C. Aaron Rovenstine, Kosciusko County Sheriff, stated Thursday, April 11, 2002 at 5:00 p.m. training will take place in the new kitchen at the Justice Building. The Commissioners are invited to attend the dinner.

IN THE MATTER OF OPEN HOUSE FOR JUSTICE BUILDING:

C. Aaron Rovenstine, Kosciusko County Sheriff, announced the open house at the Jail would be April 13, 2002 from 12:00 p.m. to 5:00 p.m. and open house at the Justice Building would be April 14, 2002 from 1:00 p.m. to 4:00 p.m. Rovenstine stated an overwhelming reply has been received from the public regarding attending the open house and he feels it necessary for the Jail to be open both days.

IN THE MATTER OF ASSESSMENT SOFTWARE CONTRACT WITH MANATRON:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Manatron contract for the assessment software to be signed. Bob Momeyer, Kosciusko County Systems Administrator, finished negotiating this contract last week. An Addendum is included that is mandated by the State to be included with every software license agreement. The State's requirements are under IND. Code 6-1.1-31-5-1 and the Administrative Code is 501AC 12. This contract was approved at the March 26, 2002 meeting.

IN THE MATTER OF DNR LETTER CONCERNING COMMUNITY BLOCK GRANT FUNDS:

Sue Ann Mitchell, Kosciusko County Auditor, presented a letter from the DNR indicating a property to be improved with Community Block Grant Funds has no historical value. Before improvements can be made to this property, it must be proven that this property has no historical value.

KOSCIUSKO COUNTY COMMISSIONERS
 100 W Center St
 Warsaw, IN 46580

April 8, 2002

April 9, 2002
Page 2 of 6

State Historic Preservation Office
Division of Historic Preservation and Archaeology
Indiana Department of Natural Resources
Room W-274, IGC-South
402 W Washington St.
Indianapolis, IN 46204

RE: Historic Site Preservation

Dear Mr. Goss:

A review of the properties listed below by Kosciusko County has determined they have no historic preservation issues:

6880 North Kalorama Road (listed as 16880)	1784 Blue Spruce
Leesburg, IN 46538	Warsaw, IN 46580

Housing Opportunities of Warsaw has provided you with information concerning the project dated February 21, 2002. Steps taken by Kosciusko County to come to the decision that no historic properties are affected came from the Kosciusko County Interim Report, Housing Opportunities of Warsaw and the State Preservation Office.

As a result of Kosciusko County's study, no historic properties have been identified and consequently no historic properties have been affected.

Sincerely,

Avis B. Gunter
Kosciusko County Commissioner

MOTION: Ronald Truex	TO: Approve letter from DNR stating properties
SECOND: Avis B. Gunter	to be improved with Community Block Grant
AYE: 2	Funds have no historic value.
NAY: 0	

IN THE MATTER ON INTERSECTION OF COUNTY FARM ROAD AND 300 S:

Sharon Howard presented a petition with over 200 signatures from truck drivers employed at Trail Lite, Zimmer, and the congregations from Community Bible Church, Lakeland Conservative Grace Brethern Church, and Penecostal Lighthouse Church supporting a four-way stop sign to be installed at the intersection of County Farm Road and 300 South. Howard was involved in a traffic accident September 3, 2001 resulting in two fatalities. She stated that as a Community all these people are determined to do something about this intersection. Howard stated if this was a four-way stop, several accidents may have been prevented. A house and several trees are obstructing the view at this intersection.

Avis B. Gunter, Kosciusko County Commissioner, stated this matter is being looked into. Recently stop signs have been put up on both sides of the road and the County is looking for more ways to improve this intersection.

Rob Ladson, Kosciusko County Highway Engineer, stated he discussed the trees with Brad Jackson and with information that has been collected. The trees are not in County right-of-way. This prohibits the County from being able to remove these. Ladson did discuss this with the property owner and is unaware if he will be willing to remove these trees or let the County remove these trees. A few of the trees are dying and need to come down anyway.

April 9, 2002
Page 3 of 5

**IN THE MATTER OF REQUEST OF TEMPORARY ROAD CLOSURE OF A PORTION OF
450 W BETWEEN 525 S AND 600S:**

Rob Ladson, Kosciusko County Highway Engineer, presented a letter from ENTACT requesting that a 1,000 ft strip of roadway be closed between April 15, 2002 and August 31, 2002 to aid in the rapid clean up efforts at the Lakeland Landfill. Written consent forms were received from both property owners affected by this closure. ENTACT needs to move 150,000 tons of material this summer. The 1,000 feet or road will need to be repaired when the clean-up efforts are completed. Tom Shively from the School Corporation stated we have to do what we have to do. The detour route adds about one mile to the bus route, but for some of this time, school will not be in session. Ladson recommends getting this job done as soon as possible and aid in the clean-up efforts any way we can. Mike Miner, Kosciusko County Attorney, has reviewed this letter and stated ENTACT is working very hard in completing this project in as little time as possible. Ladson stated the Highway would put up signs as needed for this temporary closure.

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

TO: Approve request for temporary closure of
450 W between 525 S and 600 S from
April 15, 2002 thru August 31, 2002.

IN THE MATTER OF DECLARATION OF NON-COUNTY MAINTENANCE:

CR 2003090841

Rob Ladson, Kosciusko County Highway Engineer, presented a declaration of non-county maintenance for a drive west of SR 19 and between the NW ¼ & SW ¼ of Section 3 Township 32N, Range 5E, in Etna Township. Ladson stated this is essentially a driveway that the County has always plowed and maintained but is not on the state inventory map. There is no County right-of-way and no turn around. Ladson is recommending we remove this roadway from County maintenance.

**KOSCIUSKO COUNTY HIGHWAY
DECLARATION OF NON-COUNTY MAINTENANCE**

Name of Subdivision: South of the Town of Etna Green, Indiana
Road Location: Drive west of SR 19 and between the NW ¼ & SW ¼ of Section 3 Township 32N, Range 5E, in Etna Township
Road Name: No name.

Person(s) Requesting Acceptance: Robert D. Ladson, P.E.
Date of Recommendation: 4-5-02

County Engineer's Declaration: The drive is gravel with no dedicated right-of-way, no road name, and no turn around for snowplows. The drive is not on the State inventory map. The single house serviced by the drive is located in Marshall County. The Engineer's recommends that the Kosciusko County Highway Department no longer maintain this drive.

Robert D. Ladson, P.E.
Kosciusko County Highway Eng./Supt.

Accepted Date: 4-9-2002
Attest: Sue Ann Mitchell
Kosciusko County Auditor

Kosciusko County Board
of Commissioners
Ronald Truex
Avis B. Gunter
Brad Jackson

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

TO: Approve declaration of non-county
maintenance for drive west of SR 19 and
between the NW ¼ & SW ¼ of Section 3
Township 32N, Range 5E in Etna Township.

IN THE MATTER OF CONKLING VACATION:

Mike Miner, Kosciusko County Attorney, stated nothing new has been presented to him on the Conkling vacation of Esplanade in Hiner South Park. Conkling's attorney was to give Miner an easement for his approval and has not yet done so. Miner will revisit this issue with the Commissioners when he receives an acceptable easement.

IN THE MATTER OF BOND REISSUANCE:

Mike Miner, Kosciusko County Attorney, stated he would like to congratulate Sue Ann Mitchell and the County in receiving an A+ rating from Standard and Poors for our bond.

Sue Ann Mitchell, Kosciusko County Auditor, stated along those same lines, she has the booklets on the bond issue and spoke with the gentlemen from Standard and Poors. He stated the fact that the County had good financial reserves, little debt and we financially manage our money very well was a plus. All these factors will result in a lower interest rate.

IN THE MATTER OF CITY/COUNTY CONTRACT FOR AERIAL PHOTOS:

Ron Robinson, Kosciusko County Administrator, presented an inter-local agreement between the City of Warsaw and Kosciusko County regarding the 2002 countywide aerial photo project.

INTER-LOCAL CORPORATION AGREEMENT
BY AND BETWEEN
THE CITY OF WARSAW
AND
KOSCIUSKO COUNTY, INDIANA
REGARDING THE
2002 COUNTY-WIDE AERIAL PHOTOGRAPHY PROJECT

This Agreement is made and enter into as of the 5th day of April, 2002, by and between the City of Warsaw, Indiana ("City") and Kosciusko County, Indiana ("County").

WHEREAS, I.C. 36-1-7 et seq. provide that certain powers be exercised jointly by two or more political subdivisions if the subdivisions so agree by contract; and,

WHEREAS, City and County desire to agree regarding the City's portion of the professional fees to be paid for the 2002-County Wide Aerial Photography Projects;

NOW, THEREFORE, IT IS AGREED:

1. That the City and the County will enter into whatever contracts or agreements as are necessary to complete the 2002 County-Wide Aerial Photography Project.
2. That the City will pay, when necessary, the sum of \$20,000.00 against the total price of the project representing the City's fair share of said expense.
3. That the County will pay the balance of said contract as its fair share.
4. This agreement will become effective upon signing by the parties hereto, and the passage of appropriate resolutions as required by I.C. 36-1-7-2.

April 9, 2002
Page 5 of 5

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of this 9th day of April, 2002.

KOSCIUSKO COUNTY INDIANA,
BY ITS BOARD OF COMMISSIONERS
Brad Jackson
Avis B. Gunter
Ronald Truex

APPROVED AS TO FORM AND CONTENT:
Michael L. Miner
County Attorney

ATTEST:
Sue Ann Mitchell, Auditor

CITY OF WARSAW, INDIANA
BY ITS BOARD OF PUBLIC WORKS

Ernie Wiggins
Jerry Patterson
Charles D. Smith

APPROVED AS TO FORM AND CONTENT:
Michael L. Valentine,
County Attorney

ATTEST:
Elaine Call, Clerk-Treasurer

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

TO: Approve inter-local agreement between
City of Warsaw and Kosciusko County for
2002 Countywide aerial photo's.

IN THE MATTER OF SOIL BORING AT WORK RELEASE:

Ron Robinson, Kosciusko County Administrator, stated he is doing some future planning by doing some soil boring at Work Release. The cost for this is \$2,315.

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

TO: Proceed with soil boring at Work Release.

IN THE MATTER OF FIRE ALARM SYSTEM AT WORK RELEASE:

Ron Robinson, Kosciusko County Administrator, stated the fire alarm system at work release is in dyer need of repair. After receiving one quote, Robinson found this to be an extremely costly repair. Robinson is seeking addition quotes for the repair.

IN THE MATTER OF ICE MAKER FOR JAIL:

Ron Robinson, Kosciusko County Administrator, stated the current icemaker at the jail is in need of repair. Robinson recommends we purchase a new icemaker for the jail and refurbish the current icemaker and relocate it to work release. He is seeking currently seeking quotes. This is a time sensitive issue that need decided upon now.

MOTION: Ronald Truex
SECOND: Avis B. Gunter
AYE: 2 NAY: 0

TO: Approve purchase of new icemaker for jail
and refurbish current icemaker for work
release.

April 9, 2002
Page 6 of 6

IN THE MATTER OF PUBLIC TEST OF THE AUTOMATIC TABULATING EQUIPMENT:

Sue Ann Mitchell, Kosciusko County Auditor, stated Sharon Christner, Kosciusko County Clerk is giving notice of public test of the automatic tabulating equipment.

Sharon Christner
Clerk Kosciusko Circuit Court

Notice is hereby given that the Public Test of the automatic tabulating equipment to be used at the Indiana Primary Election on May 7, 2002 will be conducted in the Kosciusko County Clerk's office, 121 N. Lake St., Warsaw, IN 46580 at 11:00 AM on April 12, 2002.

This Public Test is open to the general public.

Indiana Election Code: 3-11-13-22

IN THE MATTER OF SHELTER ALLOWANCE:

Sue Ann Mitchell, Kosciusko County Auditor, stated there has been some confusion brought about by press releases concerning "Shelter Allowance". If someone is signed up for the Homestead Credit, they are signed up for the Shelter Allowance. There is no new exemption to be filed. The only taxpayers that should be concerned ones that do not currently have a homestead credit. Mitchell stated the Shelter Allowance is currently being challenged in tax court.

Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

April 23, 2002

The Kosciusko County Commissioners held their regular meeting April 23, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the April 9, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building Claim # 27 was approved for payment as presented.

IN THE MATTER OF AIC SPRING DISTRICT MEETING:

Sue Ann Mitchell, Kosciusko County Auditor, presented information on the Northeast District AIC Spring District Meetings and Diploma Seminar, which will be held May 15, 2002 at The Grand Wayne Center in Fort Wayne. Mitchell stated she and Avis B. Gunter, Kosciusko County Commissioner, have already sent in their reservations to attend.

IN THE MATTER OF PRIVATE DRIVE LOCATED WEST OF SR 19 NON MAINTENANCE:

Dennis Platcher, Kosciusko County Highway, presented letters to the Commissioners that were sent to each property owner affected by the non-maintenance of this private drive. The letter reads as follows:

April 11, 2002

Re: Private drive located west of SR 19 between the NW ¼ & SW ¼ of Section 3
Township 32 N, Range 5 E in Ema Township.

Dear _____:

South of Ema Green and west of SR 19, a private drive extends westerly toward a residence that is located in Marshall County. (See attached location map.) In the process of reviewing and updating road maintenance records, the Kosciusko County Highway Department discovered that the Department has been maintaining the private drive as part of its Road Maintenance System. (The private drive borders property that you own.)

A review of the private drive revealed the following:

1. The drive has no adequate turn-around for snowplows.
2. The drive has no right-of-way dedicated to the public.
3. The drive has no road name or road sign.
4. The drive is not on the State Inventory Map.

On April 5, 2002, based upon the above, the Kosciusko County Board of Commissioners instructed the Department to no longer maintain the drive. (This means that the County will no longer provide grave, road grading, snowplowing, or any other maintenance for the drive.)

If you have any questions, please contact us.

April 23, 2002
Page 2 of 6

Sincerely:

Robert D. Ladson, P.E.
Kosciusko County Engineer/Superintendent

This letter was sent to Sponseller Bros. Inc., Gawthrop Family Decedents and Lester & Helen Williamson along with a location map of the private drive and surrounding properties.

IN THE MATTER OF STOP SIGNS AT COUNTY FARM ROAD AND 300 S:

CR 3003091319
Dennis Pletcher, Kosciusko County Highway, presented an ordinance for a 4-way stop sign to be installed at the intersection of County Farm Road and CR 300S.

ORDINANCE 02-04-23-01S

An Ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend "Stop" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Install "Stop" signs on the northwest corner and southeast corner of County Farm Road and CR 300S. making it a 4-way stop intersection.

THIS ORDINANCE shall be in full force and effect on May 6, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 23rd day of April, 2002.

BOARD OF COMMISSIONERS, Kosciusko County
Avis B. Gunter, President
Bradford Jackson, Member
Ron Truex, Member

Attest: Sue Ann Mitchell
Kosciusko County Auditor

Brad Jackson, Kosciusko County Commissioner, stated to his understanding, several trees are blocking visibility at this intersection. These trees would need to be removed in order for the visibility to be improved. The landowner is not allowing the County to remove all trees blocking the visibility of this intersection.

April 23, 2002
Page 3 of 6

Pletcher stated Gordon Vanator, the property owner, would only allow two trees to be cut and one tree to be trimmed on his property. This does not accomplish anything as far as visibility. The County would just be spending money and not accomplishing any real improvement in visibility at this intersection.

Ronald Truex, Kosciusko County Commissioner, stated he viewed this intersection and read the letter to the editor stating "don't blame the intersection". He agrees with the statement that the intersection is not the total problem. The problem is the fact that people fail to totally stop and traffic speeds along this stretch of roadway. This is a very busy intersection. Their are five trees that block visibility. With the property owner's lack of willingness to allow the County to make this intersection visible and the angle of the road, unless all five trees can be removed, visibility will not improve. With these factors in place, Truex expressed his interest would be, in the interest of safety, if the property owner will not cooperate with the County to remove all five trees, then the County will install a four way stop. This will address the issue of safety and if at some point in the future, the visibility can be made better by the county and the four way stop re-addressed. The four way stop is not necessary if we have good visibility. At this point with the five trees there, the visibility is not that good. This intersection is similar to other intersections in the County, however this intersection has experienced several accidents. It is in the interest of safety for the people in Kosciusko County to install a four way stop until such time as better visibility can be achieved.

Jackson further clarified the issue stating that if the trees were removed at some point in the future, then the Commissioners could repeal this ordinance. In the mean time, as a safety factor, the four way stop will be installed.

MOTION Ronald Truex
SECOND Brad Jackson
AYE: 3 NAY: 0

TO: Approve ordinance for four way stop sign
and install proper identification for newly
installed signs at County Farm and 300 S.

IN THE MATTER OF NEW BOND ISSUE:

Ann Brunel, Baker & Daniels representative, stated all actions being taken relate to the advanced refunding of the bond that was previously issued in 2000 for the Justice Building. The action the Commissioners need to take is to consider a resolution to approve a lease addendum (the lease between the County and the Building Corporation). This addendum will do two things. First, change the lease rental and secondly, reduce the term of the lease. This will essentially allow the refunding bonds to be paid five years sooner than they would otherwise be paid, including the County commitment of dollars towards that issue. The resolution will also authorize the president of the board to deem final the official statement in connection with the sale of the bonds.

Mike Miner, Kosciusko County Attorney, stated this is simply the formality of what was covered a few weeks ago. The signing of this paper work allows the County to save approximately three million dollars.

MOTION Ronald Truex
SECOND Brad Jackson
AYE: 3 NAY: 0

TO: Pass Resolution to approve lease
addendum for bond reissue.

IN THE MATTER OF CAREER FAIR AND TOURS:

Ron Robinson, Kosciusko County Administrator, presented letters of appreciation for the Commissioners to sign for people who helped with the Career Fair and Courthouse Tours.

April 23, 2002

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IN THE MATTER OF FOLDING CHAIRS PURCHASE FOR MULTI PURPOSE MEETING ROOM IN NEW JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, requested authorization to purchase 200 heavy-duty folding chairs for the multi purpose meeting room in the Justice Building. The cost of these chairs would be approximately \$4,400. Robinson would also like to purchase carts to transport these chairs. These can be purchased at bargain close out prices. The purchase is under the \$5,000 allowable cost the Commissioner's have allowed Robinson to make purchases.

IN THE MATTER OF JUSTICE BUILDING CEILINGS AND HVAC UNITS:

Ron Robinson, Kosciusko County Administrator, stated construction is proceeding with the demolition in the old part of the Justice Building. Robinson stated he is discovering a different layout of the HVAC units from the original plans. HVAC units should be in hallways and above bathrooms and are not. The original plan was to replace the "lock tight" ceilings below these units. Since the units are located in the middle of rooms, more ceilings will need to be replaced. This will make accessing these units for maintenance much easier. Ronald Truex, Kosciusko County Commissioner, stated we would make corrections as needed. All three Commissioners agreed that if something needs replaced, this will be the best time to do it.

IN THE MATTER OF SEWAGE PIPE PROBLEMS IN THE BASEMENT OF THE JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, stated there are some sewage pipe problems in the basement of the Justice Building. An agreement has been made with IPE, the plumbing company in charge at the Justice Building, that this will cost only time and material to repair. Not all the plumbing needs to be replaced, just sections. It has been a problem for some time. Poor quality piping has caused the problem. Oil embargos at the time of original construction caused piping to be inferior.

IN THE MATTER OF PAINT SMELL IN THE JUSTICE BUILDING AND COURT HOUSE:

Ron Robinson, Kosciusko County Administrator, stated there was a paint smell in the basement of the Justice Building for approximately three days. Once notified of this, the Fire Department was contacted to ventilate the basement for three days to remove the smell. As the vinyl wall covering was removed from the walls in the basement, the outer covering of the drywall was also removed. This resulted in needing to reseal the drywall. When this was done, oil based paint was used that released strong vapors. One office was sent home. Since this incident, an agreement was made with the contractor that this process would no longer be used. If drywall sealing is needed in the future, it will be done by either using a latex paint or recovering the walls with four-inch drywall.

IN THE MATTER OF ORTHO PHOTO TRANSFER OF FUNDS:

Sue Ann Mitchell, Kosciusko County Auditor, stated \$300,000 was put in the 2002 budget to pay for orthophotos. Since that time, the photos were bid out and an additional \$135,000 is needed. The money is already appropriated in the Cumulative Capital Development Fund, but under Land and Improvements. Mitchell will ask the Council to transfer the appropriation from Land and Improvements to the Orthophotos account.

April 23, 2002

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**IN THE MATTER OF HOWARD JR & MARY I. SMITH VACATION OF A PUBLIC WAY IN
PLAIN TOWNSHIP:**

Matt Sandy, Area Plan Commission, presented information on the request for vacation of land by Howard and Mary I. Smith in Plain Township near Monoquet. Sandy stated Fire, EMS and Police returned no objections. The Area Plan Commission had no objections. There were no objections from the audience.

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 Nay: 0

TO: Approve vacation request of Howard and
Mary I. Smith for land in Plain Township
pending approval by County Attorney Mike
Miner of the wording of the ordinance.

**IN THE MATTER OF REZONING OF WOODROW EVERLY PROPERTY IN HARRISON
TOWNSHIP FROM ENVIRONMENTAL TO AGRICULTURAL:**

CR 2003012125

Matt Sandy, Area Plan Commission presented information concerning the rezoning of a tract of ground from environmental to agricultural in Harrison Township. Area Plan has no objection to the rezoning of the 15 acres as requested. Sandy noted there were no objections from any adjoining property owners. All adjoining tracts of ground are zoned agricultural. There is no road access to this tract as it is land locked. Bill Warren spoke on behalf of Woodrow Everly. He indicated Porter Williamson owned a 92 acre farm. He placed land into the forest reserve program. Because it was in the forest reserve program at the time of the original land classification, it had been deemed Environmental. The land was withdrawn from the forest reserve program in 1983. Sandy stated the difference between Environmental and Agricultural zoning was that Environmental allows very little. Agricultural would allow building on the tract. No one voiced objections to the rezoning from the audience.

The legal description of the property being rezoned is as follows:

The East One Hundred Four (104) acres of the Southwest Fractional Quarter of Section Thirty-one (31), Township Thirty-two (32) North, Range Five (5) East, LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

- (1) A tract of land in the Southeast Quarter of the Southwest Quarter of Section 31, Township 32 North, Range 5 East in Kosciusko County, Indiana, described as follows:
Beginning 447.7 feet West of the South Quarter Post of said section; thence West along the South line of said section 315 feet to a point; thence North 449.6 feet to an 1 ½ inch iron pipe; thence East 315 feet to an 1 ¼ inch iron pipe; thence South 449.6 feet to the place of beginning.
- (2) ALSO, commencing at the Northwest corner of the East 104 acres of the Southwest Fractional Quarter of Section 31, Township 32 North, Range 5 East; thence South along the West line of the said East 104 acres, a distance of 450 feet; thence East 291 feet; thence North 450 feet to the North line of said Southwest Quarter; thence along said North line, West 291 feet to the place of beginning.
- (3) A tract of land located in the State of Indian, County of Kosciusko, Township of Harrison, being a portion of Section 31, Township 32 North, Range 5 East, bounded on the West by a County road referred to as 775 West (shown by road sign to be 800 W) and more fully described as follows: Commencing at the Southwest corner of Section 32, Township 32 North, Range 5 East; thence East along the South line of said Section also being the centerline of State Road 25, 1320.54 feet to a PK nail located at the intersection of County Road 775 West and State Road 25; thence North 0 degrees, 30 minutes East, 705 feet along the centerline of said County Road 775 West to a railroad spike and the point of beginning; thence continuing North 0 degrees, 30 minutes East, along said centerline, 414.46 feet to a railroad spike; thence South 89 degrees, 30 minutes East, 525.5 feet to an iron pin; thence South 0 degrees 30 minutes West, 414.46 feet to an iron pin; thence North 89 degrees, 30 minutes West, 525.5 feet to the point of beginning.

April 23, 2002

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(4) A tract of land located in the State of Indiana, County of Kosciusko, Township of Harrison, being a portion of Section 31, Township 32 North, Range 5 East, bounded on the South by State Road 25 and more fully described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 31, Township 32 North, Range 5 East, thence West along the South line of said Southwest Quarter, also being the centerline of State Road 25, 726.7 feet to the point of beginning; thence continuing West along said South line 175.0 feet to a point; thence North 9 degrees 16 minutes West, 250.0 feet to an iron pin; thence East 175.0 feet to an iron pin located in an existing fence row; thence South 0 degrees, 16 minutes East, 250.0 feet along said fence row to the point of beginning.


MOTION: Ronald Truex
SECOND: Brad Jackson
AYES: 3 NAYS: 0

TO: Approve the rezoning of the Everly property
in Harrison Township from Environmental to
Agricultural.


Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gantner, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

May 6, 2002

The Kosciusko County Commissioners held their regular meeting May 6, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the April 23, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building Claim # 28 was approved for payment as presented.

IN THE MATTER OF GROUP ALTERNATIVES RENEWAL AND MARKETING REPORT FOR COUNTY HEALTH INSURANCE:

Bob Baker presented a renewal and marketing report for Kosciusko County from Group Alternatives Incorporated. Baker stated earlier this year they requested quotes on insurance to insure that if any changes were needed, there would be plenty of time to do so. The majority of quotes have been received. The primary objectives for our plan are as follows:

1. Provide quality benefits
2. Quality service to the employer/employee
3. A reasonable premium.

Baker stated Key Benefits has done a satisfactory job in terms of administration and therefore assume they will stay as administration for the health benefits with the County. KBA is currently preparing their changes and will have in by next week. The County has 205 employees and 132 dependents currently on the policy. Claims are up 14%. This is a combination of the medical and prescription drugs.

Baker stated the current \$25,000 risk retention is to low. Several quotes were denied because of this \$25,000 specific. If specific were increased to \$50,000 instead of \$25,000 several other options would be available. The following is a list of comments and recommendations:

1. Highmark renewed the life insurance contract with no increase.
2. The renewal for the specific and aggregate is a significant increase.
3. The reinsurance market demonstrates the renewal is competitive, based on the offers received.
4. The \$50,000 specific provides significant savings in fixed cost → \$83,695 or 39.8%.
5. The greatest amount of claims between \$25,000 - \$50,000 over the past three years is \$41,644.
6. Renew with Alternative Benefit Concepts, but negotiate:
 - a. Reduction of \$5,000 - \$7,000 of premium.
 - b. Up to \$100,000 in claims cap (depending upon April – May experience).
 - c. Change to a \$50,000 specific.

Baker presented the information and stated no decision is needed at this time. Baker will continue to work with KBA and other insurance companies. He will look to the County for a decision the first part of June.

IN THE MATTER OF BOND REISSUANCE:

Mike Miner, Kosciusko County Attorney, stated the bond reissue was finalized with no problems and in the process saved the County several million dollars.

IN THE MATTER OF SHERIFF MOVE AT NEW JUSTICE BUILDING:

Ron Robinson, Kosciusko County Administrator, stated the Sheriff moved into the new jail and are working through the process.

IN THE MATTER OF BRIDGE 290 OVER VENITIAN DRIVE:

Rob Ladson, Kosciusko County Highway Engineer, presented a letter regarding bridge 290 over Venitian Drive. He is currently working on a bridge replacement. He prepared a letter informing the public of a meeting on June 6, 2002, in addition to a legal notice published concerning the meeting. Currently the bridge is in a preliminary stage. A few different alternatives will be presented to them. The engineer on this project is Engineering Resources.

IN THE MATTER OF 1350N PROJECT:

Rob Ladson, Kosciusko County Highway Engineer, stated last fall quotes were received concerning finishing paving of 1350 N from 400 W to SR 15. Two contractors bid this job at the time. \$700 was the difference between the two bids. It was decided at that time to rebid this project in the spring. The spring bids were open May 10, 2002. The lowest bid was Brooks Paving at \$317,000. This is \$15,000 lower than the fall quotes.

IN THE MATTER OF SENECA PETROLEUM LIQUID ASPHALT BID:

Rob Ladson, Kosciusko County Highway Engineer, stated last year we locked in prices with Seneca Petroleum for liquid asphalt. These prices were locked in for so many gallons. Seneca is stating they will extend these prices for the remainder of the year if we desire. If prices are not locked in, we risk the prices being increased. Looking at other current prices, it appears that this product will increase. Ladson stated he would wait until the current contract with Seneca has expired, check prices at that time and then agree to extend the current locked in prices. He can exercise this option at any time. Seneca has been a very good supplier and Ladson has been pleased with them so far.

IN THE MATTER OF STOP SIGN ORDINANCES:

CE 2002091392
Rob Ladson, Kosciusko County Highway Engineer, presented a stop sign ordinance to install a stop sign on the northeast corner of C28B and C28 also on the northeast corner of C28C and C28.

ORDINANCE 02-05-06-503

An Ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

May 6, 2002
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WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend "Stop" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Install "Stop" sign on the northeast corner of C28B and C28.
2. Install "Stop" sign on the northeast corner of C28C and C28.

THIS ORDINANCE shall be in full force and effect on May 6, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 6th day of May, 2002.

BOARD OF COMMISSIONERS, Kosciusko County

Avis Gunter, President
Bradford Jackson, Member
Ron Truex, Member

Attest: Sue Ann Mitchell
Kosciusko County Auditor

Rob Ladson, Kosciusko County Highway Engineer, presented an ordinance, which repeals 3 stop signs and makes this intersection a true "T" intersection at CR 300E south of CR 750N.

ORDINANCE 02-05-06-502 CR 3003091 321

An Ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend "Stop" signs be repealed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Repeal "Stop" sign for CR 300E. south of CR 750N. on the west side.
2. Repeal "Stop" sign at CR 300E. on cut-off westbound.
3. Repeal "Stop" sign on CR 750N. east of CR 300E. for eastbound traffic. North end of cut-off.

THIS ORDINANCE shall be in full force and effect on May 6, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 6th day of May, 2002.

BOARD OF COMMISSIONERS, Kosciusko County

Avis Gunter, President
Bradford Jackson, Member
Ron Truex, Member

May 6, 2002
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Attest: Sue Ann Mitchell
Kosciusko County Auditor

Rob Ladson, Kosciusko County Highway Engineer, presented an ordinance to repeal Ordinance #00-S015, Item #9. This will repeal the "Stop" signs on CR 800S at the railroad tracks on the southwest and northeast corners.

CR 200009 1320

ORDINANCE 02-05-06-501

An Ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend "Stop" signs be repealed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Ordinance #00-S015, Item #9. Repeal "Stop" signs on CR 800S at the railroad tracks, on the southwest and northeast corners. Lights and gates installed and operating May 1, 2002.

THIS ORDINANCE shall be in full force and effect on May 6, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 6th day of May, 2002.

BOARD OF COMMISSIONERS, Kosciusko County

Avis Gunter, President
Bradford Jackson, Member
Ron Truex, Member

Attest: Sue Ann Mitchell
Kosciusko County Auditor

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0
TO: Approve all three ordinances as presented
by Rob Ladson, Kosciusko County Highway
Engineer.

**IN THE MATTER OF APPOINTMENT OF TRUSTEE FOR THE WARSAW COMMUNITY
PUBLIC LIBRARY:**

Sue Ann Mitchell, Kosciusko County Auditor, presented a Certificate of Appointment to appoint Joel Curry as a Trustee of the Warsaw Community Public Library. This will be his second term effective July 1, 2002.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0
TO: Appoint Joel Curry as Trustee of the
Warsaw Community Public Library.

May 6, 2002
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**IN THE MATTER OF APPROVAL OF DOC AND COUNTY AGREEMENT FOR
COMMUNITY TRANSITION PROGRAM:**

Sue Ann Mitchell, Kosciusko County Auditor, presented an agreement between the State of Indiana and the Indiana Department of Correction and Kosciusko County, Indiana for the Community Transition Program.

Rec'd # 10/17

AGREEMENT

This Agreement between the State of Indiana and the Indiana Department of Correction (hereafter referred to as State) and Kosciusko County, Indiana (hereafter referred to as Kosciusko County) is to formalize the participation of Kosciusko County in the Community Transition Program (CTP) under the provisions of IC 11-12-10-1.

Both parties agree that Kosciusko County is not a participating Community Corrections Grant Act County (IC 11-12-1 et seq.) but is eligible to participate in the Community Transition Program.

Both parties agree that Kosciusko County is eligible to receive CTP funding in the amount of Forty Five Thousand Nine Hundred and Eighty Dollars (\$45,980.00) for the 2002-2003 fiscal year beginning July 1, 2002.

Both parties agree that Kosciusko County, upon approval of this agreement may have up to Eleven Thousand Four Hundred Ninety Five Dollars (\$11,495.00) released immediately for startup costs.

Both parties agree that the remainder of CTP funding available to Kosciusko County will be drawn down at a rate of \$15.00 per day, per offender participating in CTP component.

Both parties agree to the following:

- Kosciusko County will participate in CTP from July 1, 2002 through June 20, 2003.
- This CTO component will be part of the Kosciusko County Superior Court Unified Probation Department.
- The State has approved a written description of the Kosciusko County program component to which CTP offenders will be assigned, a copy of which is attached and to be made a part of this agreement.
- The CTP component will be under the statutory requirements of IC 11-8-1 et seq. and IC 11-12-10 et seq. This will include the creation by the Auditor of Kosciusko County an account that is designated solely for the use of CTP funds and programs.
- Kosciusko County will follow any rules, regulations and procedures of the State for the operation of the CTP.
- Kosciusko County agrees that any money in the Kosciusko County CTP account not used by June 20, 2003 will revert back to the State.

AGREED UPON THIS 6TH DAY OF MAY, 2002.

CTP Agreement

Indiana Department of Correction

Board of County Commissioners
Kosciusko County

May 6, 2002
Page 6 of 9

Joseph Fistovich, Director of Division of Date: May 6, 2002
Finance and Performance

Indiana Department of Administration Kosciusko County Commissioners

Glenn R. Lawrence, Commissioner Avis B. Gunter, President

Indiana State Budget Agency Ronald Truex, Member

Betty Cockrum, Director Brad L. Jackson, Member

Approved as to form and legality by:

Stephen Carter, Attorney General

MOTION: Ronald Truex TO: Approve agreement between DOC and
SECOND: Brad Jackson Kosciusko County for CTP.
AYE: 3 NAY: 0

IN THE MATTER OF SCHOOL ENDOWMENT FUND REPORT:

Sue Ann Mitchell, Kosciusko County Auditor, stated the School Endowment Fund was created by the State giving money to the County to establish schools many years ago. Any money left in this account must be reported and any interest earned from this account must be distributed to the schools. \$28,000 remains in this account and it earned \$1,400 interest.

MOTION: Brad Jackson TO: Sign report stating the interest earned
SECOND: Ronald Truex on the School Endowment Fund.
AYE: 3 NAY: 0

IN THE MATTER OF INCREASE OF MEDICAL FEES:

OK 2002 091315
Sue Ann Mitchell, Kosciusko County Auditor presented and ordinance setting co-payments for health care related to services incurred at the Kosciusko County Jail. This ordinance would permit the Sheriff to collect the maximum allowable under Indiana Statute.

KOSCIUSKO COUNTY ORDINANCE -02-05-06-Co-Pay
AN ORDINANCE SETTING CO-PAYMENTS FOR HEALTH CARE RELATED TO
SERVICES INCURRED AT THE KOSCIUSKO COUNTY JAIL

WHEREAS, Indiana Statute, 11-12-5-5 provides for the imposition of co-payments by persons confined to a county jail for health care related services, and

May 6, 2002
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WHEREAS, The Kosciusko County Board of Commissioners has determined that it is cost effective and in the best interest of the citizens of Kosciusko County to have persons lodged at the Kosciusko County Jail pay a portion of their medical expenses incurred for non-emergency situations while incarcerated.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Kosciusko County, Indiana that:

Section 1. A person confined to the Kosciusko County Jail, except as provided in Sections 2 and 3, **shall be required to make a co-payment at the maximum allowable amount pursuant to IC 11-12-5-5-(b)** for each provision of any of the following services:

- A. Dentist's Visit
- B. Physician's Visit
- C. Glasses
- D. Ophthalmology/Optometrlist Visit
- E. Prescription Handling Fees
- F. Any other Health Related Service

Section 2. Section one does not apply to a person confined in the Kosciusko County Jail who:

- A. Maintains a policy of insurance from a private company covering:
 - 1. Medical Care
 - 2. Dental Care
 - 3. Eye Care
 - 4. Any Other Health Care Related Service;

Provided said inmate provides complete and accurate information to allow the health care provider to file a claim for services rendered;

- B. Is willing to pay for the person's own medical care;
- C. Is committed to the Indiana Department of Corrections; or
- D. Is housed at the Kosciusko County Jail pursuant to contract entered into with the U. S. Marshal's Service.

Section 3. A person confined at the Kosciusko County Jail is not required to make the co-payment if:

- A. The inmate does not have funds in the inmate's commissary account or trust account at the time the service is provided and the inmate does not have funds in the inmate's commissary or trust account within thirty (30) days after the medical services is provided;
- B. The service is provided in an emergency;
- C. The service is provided as a result of an injury received at the Kosciusko county Jail; or
- D. The Service is provided at the request of the Sheriff.

Section 4. Only the original filing of a specific prescription shall be charged co-payment for this medical service. All refills ordered when the original prescription was written shall constitute one service.

Section 5. If the original call for medical services is initiated by the Sheriff, follow-up care for the same illness or injury will not require a co-payment if the follow-up service is rendered within thirty (30) days of the original medical service.

Section 6. Inmates at the Kosciusko County Jail will never be refused medical treatment because of an inability to pay. Should an inmate have a zero balance in the inmate trust or commissary account, the transaction shall be carried on the books for a thirty (30) day period. Should the inmate receive money within the thirty (30) day period, the co-payment will be deducted from the inmate's account. If the inmate receives no funds, at the end of thirty (30) days an adjustment entry shall be made to negate the medical billing transaction. Within the thirty (30) day period if the inmate receives monies the outstanding co-payments shall be deducted prior to a commissary order being processed. Co-payments for medical services shall be deducted prior to any monies being released to the inmate for bonding or any other purpose.

May 6, 2002
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Section 7. Monies collected shall be deposited into the Kosciusko County General Fund.

Section 8. This Ordinance shall be in full force and effect beginning on the 6th day of May, 2002.

Section 9. Severability Clause

A. Should any section paragraph, clause or phrase of this ordinance be declared unconstitutional or invalid, the remainder of said ordinance shall continue in full force and effect

This ordinance amends ordinance 1995-2 recorded January 26, 1995 bearing Recorder's # 95-01-0838.

Dated this 6th day of May, 2002.

The Board of Commissioners of the County of Kosciusko County, State of Indiana.

Avis B. Gunter, President
Ronald Truex, Member
Bradford L. Jackson

ATTEST: Sue Ann Mitchell, Auditor

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve Ordinance setting co-payments
for health care related to services incurred
at the Kosciusko County Jail at the maximum
allowable by Indiana Statute.

IN THE MATTER OF SEAT BELT ENFORCEMENT GRANT:

Sue Ann Mitchell, Kosciusko County Auditor, presented a grant that will be managed by Deputy Chad Hill. This grant will be used in conjunction with Hill's Operation Pull Over grant. This is additional grant funding for seat belt enforcement. Mitchell stated Deputy Chad Hill administers his grants very well and is easily trackable.

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve grant for additional seat belt
enforcement.

IN THE MATTER OF PROPER DOCUMENTATION FOR CLAIMS TO BE PAID:

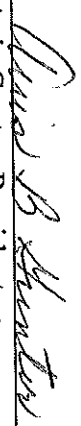
Sue Ann Mitchell, Kosciusko County Auditor, stated a township has submitted a bill that she thinks is questionable. Mitchell is requesting permission to hold the check till this township can come in and justify the expense.

Ronald Truex stated Mitchell certainly has permission to hold bills unless they are adequately documented. Not only this particular bill, but any bill in the future that is in question.

May 6, 2002
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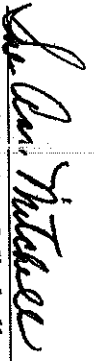
Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

May 21, 2002

The Kosciusko County Commissioners held their regular meeting May 21, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the May 6, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building Claim # 29 was approved for payment as presented.

IN THE MATTER OF COMMUNITY TRANSITION PROGRAM:

C. Aaron Rovenstine, Kosciusko County Sheriff, presented the Community Transition Program Grant for signatures. The state has approved this grant and Rovenstine has a congratulatory note from the program manager.

MOTION: Ronald Truex	TO: Approve and Sign Community Transition
SECOND: Brad Jackson	Program Grant. This was approved at the
AYE: 3 NAY: 0	May 2, 2002 meeting.

IN THE MATTER OF COPS PROGRAM GRANT:

C. Aaron Rovenstine, Kosciusko County Sheriff, stated the Federal Government has opened up the Cops program again. Rovenstine has applied for two more Cops grants, which would provide two more road officers for the County. A signature is required in order to proceed with applying for this grant. This is a three-year grant and the County will receive \$75,000 per officer. A percentage of each officers pay would need to be paid by the County. Rovenstine stated no new road officers have been added for six years, the County handles over four thousand more calls for service and the latest census shows Kosciusko County is one of the ten fastest growing Counties in the State. Also the County accepts all cellular 911 calls. It is impossible to provide the same quality of service with the same amount of officers when the volume of calls and population in the County both increase.

MOTION: Ronald Truex	TO: Authorize Rovenstine to continue the
SECOND: Brad Jackson	process of applying for two new Cops
AYE: 3 NAY: 0	grants.

IN THE MATTER OF INDIANA ASSESSMENT SERVICE CONTRACT FOR REASSESSMENT:

Laurie Renier, Kosciusko County Assessor, provided a contract between Indiana Assessment Service and Kosciusko County for reassessment equalization. Renier stated this reassessment an additional study needs done. The townships have done their field work and assigned grades and conditions to the properties. The property records will be brought in to the County Assessor. The Assessor then has to go back out and reevaluate these properties and make sure the townships have assessed correctly. If not, a positive or negative multiplier must be applied if the townships do not assess within 10% of what is determined to be the equalization A/V. This contract if for an equalization study to have Indiana Assessment Service reevaluate this part of the process. With time constraints, this would be very difficult for the County Assessor to do.

CONTRACT

This agreement is entered into as of the 21st day of May, 2002 by and between Indiana Assessment Service, (Contractor) with its principal address located at 1611 Main Street, Rochester, Indiana 46975-2621, and Kosciusko County, (Client) with its principal address located at 100 West Center Street, Room 13, Warsaw Indiana 46580-2846.

In consideration of Client retaining Contractor to perform a Sales Assessment Ration Study to measure the accuracy and uniformity of assessments in the county, it is agreed as follows:

- (1) **TERMS OF AGREEMENT:** - Contractor will provide Client with a recommendation of Neighborhood Factor, Sales Ratio and Coefficient of Dispersion as it relates by neighborhood. The term of this contractual agreement shall be June 1, 2002 to September 30, 2002.

For contractual services under this contractual agreement, the following fees shall apply:

\$49,920.00 (forty nine thousand nine hundred twenty dollars and zero cents) per sold parcel between January 1, 1998 and December 31, 1999 (1,577 parcels). Calculated at \$30.00 (thirty dollars and zero cents) per sold residential and agricultural parcel (1,519 parcels) or \$45,570.00 (forty five thousand five hundred seventy dollars and zero cents). \$75.00 (seventy five dollars and zero cents) per sold industrial and commercial parcel (58 parcels) or \$4,350.00 (four thousand three hundred fifty dollars and zero cents). Additional parcels over, the stated contract amount will be charged at the aforementioned parcel rate according to classification. Upon termination of this agreement, payments under this paragraph shall cease; provided, however, that Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Contractor has not yet been paid

*NOTE: This fee base of \$49,920.00 (forty nine thousand nine hundred twenty dollars and zero cents) is billed in 4 (four) equal monthly payments. On the first day of each month, Contractor will submit a monthly billing invoice to the Client. The amount stipulated on the monthly billing invoice will be due within 45 (forty-five) days from the date of the billing invoice. Additional fees over the base fee will be billed in the same billing invoice. If contractual services are completed prior to the end of the stipulated contract period, Contractor will submit final billing invoice to include the entire sum of the remaining fees due the Contractor.

- (2) **DESCRIPTION OF SERVICE:** - The Client hereby retains Contractor, under the provisions of this contractual agreement, to perform the following service:

2a) Conduct a visual inspection of all sold properties used to establish new land values (1,577 parcels), for the 2002 reassessment, and make any necessary improvement changes to corresponding property record card.

2b) Contractor will analyze sales for each neighborhood, and calculate the Neighborhood Factor, Sale Ratio, and Coefficient of Dispersion.

2c) Upon completion of contractual service, Contractor will turn the following information over to the County Assessor:

- All sales disclosure forms used.
- Support documentation on comparable neighborhoods used a support for other neighborhoods.
- Sale assessment ratios and support documentation.
- Neighborhood factor and support documentation.
- Any other information or property of the Clients used by the Contractor to perform service under thin contractual agreement.

*NOTE: An additional fee of \$600.00 per day per person will be charged, if county wishes to have Contractor apply adjustments, found during the Sale Assessment Ration Study, to all other improved parcels located in each valuation neighborhood. Additional adjustments typically

include grade and condition changes, which create, uniform valuation within the valuation neighborhood.

(3) **SUPPORT SERVICE** – The Client agrees to provide the following support service to the Contractor:

3a) Copy sales disclosure forms that correspond to sales used to support the new 2002 land values (1,557 parcels).

3b) Attach copy of sales disclosure form to copy of corresponding property record card reflecting time of sale.

3c) Attach copy of property record card reflecting 2002 Reassessment changes and values.

3d) Provide a plat map showing the location of the sales.

3e) Provide a second set of property record cards (1,557 parcels), completely priced by Client to include any and all pricing changes made by IAS.

3f) Sort sales disclosure forms and corresponding property record cards by taxing unit and neighborhood.

(4) **DIRECTION OF THIS AGREEMENT**: - The entire contractual agreement shall be under the direction of the County Assessor, or their designee, as contract representative, and as such shall have the right of final approval of all procedures, and related forms.

(5) **ENTRY AND WORKSPACE**: - The Client agrees to supply temporary workspace area (free of charge) to Contractor's agents. The temporary workspace area shall be located within the local assessing official's office. Temporary workspace area is provided to Contractor on a short-term basis, to the extent needed, to fulfill any obligations for the Client.

(6) **TERMS AND CONDITIONS**: - IT IS UNDERSTOOD THAT contractor shall, at all times, have complete control over the services of its personnel while working under this contractual agreement, and expressly reserves the right to control the manner, means and details to ensure performance of services, as well as the ends to be accomplished. It is also understood that Client shall not solicit any Contractor agent(s) for employment. If Client fails to comply with this contractual provision, and hires the Contractor's agent as Client's employee, the Client agrees to pay Contractor the entire gross annual amount of the Contractor employee's total annual gross salary* as compensation to Contractor for employee loss.

*NOTE: Total annual gross salary will be determined using Contractor's current record of gross annual salary for that Contractor employee.

(7) **CONFIDENTIAL INFORMATION**: - The parties have determined that certain needed information form the Client to the Contractor is confidential in nature. The Client, upon marking the needed information as "Confidential", limits the use of that information by the Contractor. Contractor may use "Confidential" information of Client only for the purpose of this contractual agreement, and shall protect such "Confidential" information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than an reasonable degree of care. Contractor may disclose "Confidential" information received hereunder to Contractor's attorney. No other disclosure of "Confidential" information is permitted. Client assumes all risks, known or unknown, incident to Contractor use of "Confidential" information, and Contractor shall have no liability of any kind to Client or any third party arising out of such authorized use.

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- (8) **DEFAULT:** - If Client shall fail to pay payment when due, or perform any term hereof, after not less than seven (7) days written notice of such default given in the manner required by law, the Contractor, at it's option, may terminate all services described within this contract, unless Client, within a said term, shall cure such default.

In the event of default of payment by Client, Contractor may elect to (a) continue the contract in effect and enforce all it's rights and remedies hereunder, including the right to recover the payment(s) as they become due, or (b) at any time terminate all of the Client's rights hereunder and recover from the Client all damages they may incur by reason of the breach of the contract, the cost of recovering all future unpaid contractual payments, the Contractor's loss if income to cover the amount of time spent to enforce this provision, and the Contractor's reasonable incurred attorney fees.

- (9) **WAIVER:** - Failure of Contractor to enforce any term hereof shall not be deemed a waiver, nor shall any acceptance of a partial payment be deemed a waiver of the Contractor's right to the full amount thereof.

- (10) **SEVERABILITY:** - If any provision or clause of this contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the contract, which can be given effect without the invalid provision of application, and to this end the provisions of this contract are declared to be severable.

- (11) **ATTORNEY FEES:** - In any legal action brought by the Contractor to enforce the terms hereof, the Contractor shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

- (12) **TERMINATION OF THIS ENTIRE AGREEMENT:** - termination of this entire agreement may be made by either party, with 30 days written notice. Written notice must be given by certified mail. The remaining fee, which is due the Contractor from the Client, is to be paid in full on the date of contract termination, unless termination is for cause, in which case the remainder of the contractual fee will not be due.

- (13) **NOTICES:** - Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid, to the Client, at the address shown above, or to the Contractor, at the address shown above, or at such other places as may be designated by the parties from time to time.

- (14) **INDEPENDENT CONTRACTOR AGREEMENT:** - It is understood that the Contractor executes this agreement as an independent contractor and is not an employee of the Client. Contractor waives any rights to recovery from Client for any injuries that Contractor (and/or Contractor's employees) may sustain while performing services under this contractual agreement and that are a result of the negligence of Contractor or Contractor's employees.

- (15) **RETURN OF RECORDS:** - upon completion or termination of this contractual agreement, Contractor shall return all records, notes, data, and equipment of any nature that are Client's property or related to Client's business.

ENTIRE AGREEMENT: - The foregoing constitutes the entire agreement between the parties and may be modified only be a writing signed by both parties. The following attachment(s) and rider(s), if any, have been made a part of this agreement before the parties' execution hereof: _____

Dated this the 21st day of May, 2002
Board of Commissioners of the County of Kosciusko
100 West Center Street, Room 13
Warsaw, Indiana 46580-2846
(574) 372-2310

Edward J Bisch Sr. For Indiana Assessment Service
President
1611 Main Street

May 21, 2002
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Avis Gunter
Ronald Truex
Brad Jackson

Rochester, Indiana 46975
(574) 223-4777
(574) 224-4777

Attest: Sue Ann Mitchell

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve contract with Indiana Assessment
Service for reassessment equalization.

IN THE MATTER OF KABS LETTER OF DEOBLIGATION AND INTENT FORM:

Rita Baker, KABS Director, presented vouchers for the capital and operational grants for KABS, a letter of deobligation and intent to apply for funding form. The vouchers will be sent into the State requesting funding on the current grant. The following letter of deobligation is from the Indiana Department of Transportation:

April 12, 2002

Subject: Notification of Deobligation of Transit Grant Funds

This letter serves as the Grant Close Out and Deobligation Agreement for your completed **2001 Operating Grant 18019040**. I would like you to execute both originals and return one to me. This agreement will close out the contract, prior to an audit. This will allow us to re-program these unused funds for other projects. Please review this agreement carefully, making sure that it is consistent with your project account records.

The Kosciusko County Board of Commissioners (the Grantee) understands that the Indiana Department of Transportation will deobligate \$20,025 in **Federal Transit Administration Funds (5311)** and **\$18,028 in State Public Mass Transportation Funds (PMTR)**. These funds represent the unexpended balance of transit funds provided through the aforementioned grant project. Said funds are unnecessary for the completion of the approved project activities.

All questions concerning this deobligation should be directed to James English, who can be reached at (317) 232-1483.

Avis Gunter
Kosciusko County Commissioner

Larry Buckel
Section Manager

This letter allows the State portion of the funding to be spent next year totaling \$18,028. KABS looses the right to spend the Federal portion of this grant. Also, a letter of intent was presented for KABS to apply for funding next year.

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0

TO: Sign letter of deobligation and intent for
funding for next year.

IN THE MATTER OF ACCEPTANCE OF NASH DRIVE FOR COUNTY MAINTENANCE:

Rob Ladson, Kosciusko County Highway Engineer, presented a letter of acceptance for County maintenance for Nash Drive. Ladson stated this road was not listed on the State Inventory map but has always been County maintained.

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KOSCIUSKO COUNTY HIGHWAY
ACCEPTANCE FOR COUNTY MAINTENANCE

Name of Subdivision:	Deer Creek Firesides	1205 feet (0.23 miles)
Road Name:	Nash Drive	To: Dead End
	From: SR 13	

Person(s) Requesting Acceptance: Robert D. Ladson, P.E.
Date of Recommendation: 5-21-2002
County Engineer's Recommendation:
It is the recommendation of the Kosciusko County Highway Department that maintenance by the County for this road commence immediately.

Robert D. Ladson, P.E.
Kosciusko County Hwy. Eng./Supt.

Accepted Date: 5-21-2002
Attest: Sue Ann Mitchell
Kosciusko County Auditor

Kosciusko County Board
of Commissioners
Ronald Truex
Avis Gunter
Brad Jackson

MOTION: Brad Jackson	TO: Accept Nash Drive for County maintenance.
SECOND: Ronald Truex	
AYE: 3	
NAY: 0	

IN THE MATTER OF WESTERN ROUTE PROJECT TRANSFER OF FUNDS:

Rob Ladson, Kosciusko County Highway Engineer, stated County Council transferred money to extend the Western Route study area from US 30 North to the County line. The issue is now for the Commissioners to decide on whether the contract will be signed to extend this study. Two documents were presented.

March 25, 2002

Re: Contract Addendum No. 1
Western Alternate Route

Dear Rob,

Attached is Addendum No. 1 to the Contract for a Corridor Study and Engineering Services for the Western Alternate Route. The following changes are the result of our previous discussions:

1. The corridor study area will be enlarged to include the area north of US 30 to the Kosciusko – Elkhart County line and the area from SR 15 to CR 350 /w.300 W. The same corridor study tasks as outlined in the original contract will be required for this area with the exceptions noted below.
2. No additional fees will be required for Task 10, "Begin Governmental Agency Coordination and Implement Indiana's Streamlined Environmental Process" or Task 11, "INDOT Coordination of Corridor Study and Acceptance."

Our additional fees have been computed at the contract rate. These additional services will result in a contract increase in the amount of \$109,400.00

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Summary:

<u>Item</u>		
Corridor Study	\$98,600.00	
INDOT Initial Meeting	\$5,000.00	
INDOT Coordination	\$22,000.00*	
Govt. Agency Coordination	<u>\$24,720.00*</u>	*=hourly maximum
Total Original Contract	\$150,320.00	
Addendum No. 1	<u>\$109,400.00</u>	
Revised Contract Amount	\$259,720.00	

May 7, 2002

Re: Contract Addendum No. 1
Western Alternate Route

Dear Rob,

As a follow-up to our previous letter dated March 25, 2002 and our telephone conversation on May 6, 2002 we are providing you with a more detailed description of Task 4 as outlined in the original contract.

This task involved estimating future travel demand and analyzing the performance of the existing corridor. In order to reasonably predict the future travel demand within the corridor, we are proposing to develop a traffic forecasting model for the Warsaw area. The model will help us to better analyze the "do nothing" alternative, as well as analyzing improvements to the existing facility (SR 15) and a new alternate route west of Warsaw.

As you already know, future development, changes in land use, population growth and new employment opportunities within the Warsaw region will have an effect on future travel demands. Therefore, The Troyer Group in conjunction with the Tmodel Corporation will work with both Kosciusko County and the City of Warsaw to construct the model. Based on previous experience working with Tmodel Corporation on a similar project, we are confident that developing a model of the Warsaw area is an essential part of the corridor study process

Attached is a draft scope of work from Tmodel Corporation and some background information including their recent experience. We hope this information will help you to clarify the elements of Task 4 and developing a traffic forecasting model.

MOTION:	Ronald Truex	TO:	Authorize contract continuing Western
SECOND:	Brad Jackson		Route Project evaluation North of
AYE:	3	NAY:	0
			US 30.

IN THE MATTER OF PAINT OVERSPRAY CLAIM:

Mike Miner, Kosciusko County Attorney, stated he has received notification from an Attorney on a \$386 claim. The Attorney stated if this claim were not paid, he would proceed with taking us to court. This claim is a result of a driver stating the County Highway sprayed paint on her car and windshield as they painted centerlines on the road. The claimant reported this incident six months after it happened. Our insurance carrier has denied the claim after an investigation.

Rob Ladson, Kosciusko County Highway Engineer, stated he does not feel the County is at all negligent or guilty of this situation. With the new spraying equipment the County has, it is pointed directly at the road. If the County were to pay this claim, it would open the County to other claims of this nature.

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MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Support our Insurance company in denying
this claim.

IN THE MATTER OF HOWARD JR & MARY I SMITH VACATION IN PLAIN TOWNSHIP:

CR 2003090803

Mike Miner, Kosciusko County Attorney, presented an ordinance vacating a public alley and street in Monoquet which was approved at the April 3, 2002 meeting.

ORDINANCE NO. 02-5-21-01 V

**AN ORDINANCE VACATING PUBLIC ALLEY AND STREET IN MONOQUET,
KOSCIUSKO COUNTY, INDIANA**

Whereas, Howard Smith, Jr. and Mary I. Smith, Husband and Wife, filed a petition To Vacate A Public Way with the Kosciusko County Commissioners, and

Whereas, notice was published as required by law in the Warsaw Times Union and the Mail Journal, both newspapers in general circulation, and published in the English language in Kosciusko County, Indiana, giving notice of the filing of the verified Petition To Vacate A Public Way and giving notice that said petition would be heard by the Kosciusko County Commissioners on the 3rd day of April, 2002 at 10:00 o'clock A.M. in the Commissioner's Room in the Old Court Room located on the third floor of the Kosciusko County Court House at the corner of North Buffalo Street and West Center Street, Warsaw, Indiana, which notice was published on the 3rd day of April, 2002 in the Warsaw Times Union and which notice, in the Mail Journal, was published on April 3rd and 10th, 2002, both of which notices were published more than ten (10) days prior to the hearing, and

Whereas, it does not appear that there are any other adjacent property owners to the public way to be vacated herein, other than the Petitioners, and

Whereas, the Kosciusko County Commissioners have determined, after hearing, that the vacation requested herein should be granted; that the public way for which vacation is sought is not located within any corporate boundaries; and that the vacation sought will not hinder the growth or development of the neighborhood in which it is located or to which it is contiguous; nor will it result in the creation of any difficulty or inconvenience to the access of any lands by means of public way; and will not hinder the public's access to a church, school, or other public building place; and will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous, and there does not appear to be any public utilities located within the public way for which the vacation is sought.

NOW THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA AS FOLLOWS:

Section 1: That the following public way sites in Kosciusko County, State of Indiana, and more particularly described as follows, to-wit:

ALLEY

The following real estate, knows as a 1-rod (16.5 feet) wide Alley, bordered on the North by Lots #2 & #6 and on the South by Lots #7 & #8 of Block #7, situated in the Plat of Monoquet, Plain Township, Kosciusko County, Indiana and more particularly Described as follows:

Being at the Southwest corner of Lot #2 of Block #7 in the Plat of Monoquet;
Thence North 88°00' East, 198.0 feet to the Southeast corner of Lot #6 of said Block #7 thence South 02°00'; East, along the East line of said alley, 16.5 feet to the Northwest corner of Lot #7 of Block #7 in said plat; thence North 02°00' West, along The West line of said alley, 16.5 feet to the Point of Beginning and containing 0.075 Acres more or less

also,

PUBLIC STREET

The following real estate, known as Public Street, bordered on the West by Block #7, Situated in the Plat of Monoquet, Plain Township, Kosciusko County, Indiana and More particularly described as follows:

Beginning at the Northeast corner of Lot #1 of Block #7 in the Plat of Monoquet; Thence North 88°00' East, 66.00 feet to the Northeast corner of said Public Street; Thence South 02°00' east, along the East line of Public Street, 346.5 feet to the Southeast corner of said Public Street; thence South 88°00'00" West, along the South Line of said Public Street, 66.00 feet to the Southeast corner of Lot #12 of Block #7 In said plat; thence North 02°00' West, along the East line of said Block #7 and the West line of Public Street, 346.5 feet to the Point of Beginning and containing 0.53 Acres more or less.

are Now Hereby Vacated.

Section 2. This Ordinance shall be in full force and effect upon its adoption.

Upon unanimous vote of all commissioners present, the same being more than three-fourths (3/4) of the duly elected Commissioners of Kosciusko County, Indiana, this Ordinance was considered for final passage upon its first presentation.

Dated this 21st day of May, 2002.

Avis B. Gunter
Bradford L. Jackson
Ronald Truex

Attest: Sue Ann Mitchell
Auditor

IN THE MATTER OF JOINT RESOLUTION FOR CARDINAL CENTER INC:

Mike Miner, Kosciusko County Attorney, presented a joint resolution of the Kosciusko County Board of Commissioners and the Kosciusko County Council to deed real estate to the Cardinal Center, Inc., a non-for-profit Indiana Corporation.

CR 2002/11650

RESOLUTION NO.: 02-06-04-01RE

A Joint Resolution of the
Kosciusko County Board of Commissioners and the Kosciusko County Council
to Deed Real Estate to the Cardinal Center, Inc.,
a Not-For-Profit Indiana Corporation

WHEREAS, Kosciusko County, Indiana, owns real estate located at 1804 East Winona Avenue, Warsaw, Indiana; and

WHEREAS, such real estate was originally donated to Kosciusko County by **United Telephone Company of Indiana, Inc.** for the use of the **Cardinal Center, Inc.**, a Not-For-Profit Indiana Corporation located in Kosciusko County, Indiana; and

WHEREAS, the Board of Commissioners and the County Council of Kosciusko County, Indiana, have determined that, due to a change in circumstances, it is now in the best interests of the public and Kosciusko County that such real estate be given for no consideration and transferred by Deed from Kosciusko County to the Cardinal Center, Inc.; and

WHEREAS, the Cardinal Center, inc. has determined that it is in the corporation's best interests to receive such real estate from Kosciusko County so that it may make certain improvements and repairs thereto; and

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WHEREAS, Kosciusko County and the Cardinal Center, Inc. are both in need of non-exclusive easements granted by the other, for the purpose of ingress and egress over such real estate, and both parties should equally share in the costs of improving, maintaining and repairing such easements.

NOW THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COMMISSIONERS AND THE COUNTY COUNCIL OF KOSCIUSKO COUNTY, INDIANA, that Kosciusko County, Indiana, by its Board of Commissioners, shall execute and deliver the Commissioner's Deed, a copy of which is attached hereto as "Exhibit A", for the above described real estate to Cardinal Center, Inc., a Not-For-Profit Indiana Corporation located in Kosciusko County, Indiana, and that Kosciusko County and Cardinal Center, Inc. shall each execute a Grant of Easement, a copy of which is attached hereto as "Exhibit B" and "Exhibit C" respectively, for the benefit of the other, to allow the ingress and egress over such real estate.

**KOSCIUSKO COUNTY, INDIANA
BY IT'S BOARD OF COMMISSIONERS**

Bradford Jackson, Commissioner
Ronald Truex, Commissioner
Avis B. Gunter, President

MOTION:	Ronald Truex	TO:	Approve joint resolution between
SECOND:	Brad Jackson		Commissioners and Council deeding 1804 E
AYE: 3	NAY: 0		Winona Avenue to Cardinal Center, Inc.

IN THE MATTER OF JUSTICE BUILDING PROPOSAL REQUESTS:

Ron Robinson, Kosciusko County Administrator, presented letters of change/credit for the Justice Building. The following is a list of all proposal requests:

PR No. 53	\$ 349.00	Additional receptacle installation in Central Control
PR No. 73	\$ 196.00	Install vinyl nosing per manufactures recommendation at the step near doors D203A, D221 & D235.
PR No. 70	\$ 2,689.00	Install ceilings in the rear stairway. (I do not recommend this change.)
PR No. 63	\$ 1,903.00	Additional wood trim to circular light covers outside of the 3 new courtrooms.
PR No. 72	\$ 1,149.00	Signage for the courtrooms in Spanish and installation.
PR No. 65	\$ 1,111.00	Five additional receptacles installed in kitchen.
PR No. 68	\$ 1,534.00	Additional wiring installation and installation of receptacles in laundry room.
PR No. 74	\$ 2,753.00	<u>Credit</u> for elimination of eight duct mounted smoke detectors and two duplex receptacles in Court Room D219.

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PR No. 75	\$ 600.00	Electrical costs installation of 3-way switches in Room D154 (classroom/squad room).
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Robinson stated PR No. 74 is a credit. Robinson is not recommending approval of PR No. 70. This is an employee entrance and does not feel this is necessary.

MOTION: Ronald Truex	TO:	Approve all request except PR No. 70 for
SECOND: Brad Jackson		installation of ceiling in the rear stairway.
AYE: 3	NAY: 0	

IN THE MATTER OF IVY TECH WAGE HEARING APPOINTMENT:

Ron Robinson, Kosciusko County Administrator, stated PDS has contacted him concerning a prevailing wage hearing. PDS is doing work for the new IVY TECH school. They would like Jack Kelly to be appointed to the prevailing wage committee. Mr. Kelly has served in this capacity for the County in the past.

MOTION: Ronald Truex	TO:	Appoint Jack Kelly for prevailing wage
SECOND: Brad Jackson		committee for PDS.
AYE: 3	NAY: 0	

IN THE MATTER OF VERIZON WIRELESS AGREEMENT:

Ron Robinson, Kosciusko County Administrator, stated Avis Gunter signed an agreement with Verizon Wireless. This agreement saves the County \$1,000 a month and was a time sensitive issue.

MOTION: Ronald Truex	TO:	Approve Avis Gunter signature on Verizon
SECOND: Brad Jackson		Wireless agreement saving the County
AYE: 3	NAY: 0	\$1,000 a month.

IN THE MATTER OF 6TH DISPATCH CENTER WITH SPRINT:

Ron Robinson, Kosciusko County Administrator, stated Avis Gunter signed an agreement with Sprint to install a 6th dispatch station. Currently we have four dispatchers on duty, but at time of emergencies all 6 stations will be manned.

IN THE MATTER OF WORK RELEASE KITCHEN & FEMALE SECTION:

Ron Robinson, Kosciusko County Administrator, requested permission to proceed with working on the Work Release Program and seeking options for adding a new kitchen and female section.

MOTION: Ronald Truex	TO:	Authorize Robinson to proceed with
SECOND: Brad Jackson		options for kitchen and female section
AYE: 3	NAY: 0	at Work Release.

IN THE MATTER OF JOINT EXECUTIVE SESSION WITH COUNTY COUNCIL:

Ron Robinson, Kosciusko County Administrator, requested a joint executive session between the Kosciusko County Commissioners and Kosciusko County Council June 13, 2002 at 6:00 p.m. to discuss Property Acquisition.

May 21, 2002
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IN THE MATTER OF HISTORIC SITE PRESERVATION LETTER:

Sue Ann Mitchell, Kosciusko County Auditor, presented a letter stating 915 E Smith Street and 602 Morton Street, Warsaw have no historical value. This letter is directed to the State Historic Preservation Office for the housing grant being administered by the Warsaw Housing Authority.

IN THE MATTER OF RONALD LEE & ANGIE R SWIHART VACATION IN FRANKLIN TOWNSHIP:

CR 2003 012134

Matt Sandy, Kosciusko County Area Plan, presented an ordinance to vacate a public way. Ronald Lee and Angie R Swihart are requesting an alley running East and West between Lots 8 and 9 in the Town of Sevestapol, Franklin Township be vacated. Sandy stated no remonstrance's were received from Fire, EMS, or any other entity. Area Plan Commission recommends to approve vacation. The petitioners were not present for the hearing.

ORDINANCE NO. 02-05-101

**AN ORDINANCE OF THE KOSCIUSKO COMMISSIONERS
VACATING A PUBLIC WAY**

WHEREAS, Ronald Lee Swihart and Angie R. Swihart, Husband and Wife, filed a *Petition to Vacate a Public Way* with the Kosciusko County Commissioners, and

WHEREAS, notice was published as required by law in the Warsaw Times-Union, a newspaper in general circulation and published in the English language in Kosciusko County, Indiana, giving notice of the filing of the verified *Petition to Vacate a Public Way* and giving notice that said petition would be heard by the Kosciusko County Commissioners on the 21st day of May, 2002 at 10:00 a.m., in the Commissioners' Room in the Old Court Room located on the third floor of the Kosciusko County Court House at the corner of North Buffalo Street and West Center Street, Warsaw, Indiana, which notice in the Warsaw Times Union was published on the ____ day of ____, 2002, and which notice was published more than ten (10) days prior to the hearing, and

WHEREAS, the Kosciusko County Commissioners have determined, after hearing, that the vacation requested herein should be granted, that the public way for which vacation is sought is not located within any corporate boundaries, and that the vacation sought will not hinder the growth or development of the neighborhood in which it is located or to which it is contiguous, nor will it result in the creation of any difficulty or inconvenience to the access of any lands by means of a public way, will not hinder the public's access to a church, school, or other public building place, will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous, and there does not appear to be any public utilities located within the public way for which the vacation is sought.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA, AS FOLLOWS:

Section 1: That the following public way sites in Kosciusko County, State of Indiana, and more particularly described as follows, to-wit:

1. An alleyway running East and West between Lots 8 and 9 in the Town of Sevestapol, Franklin Township, Kosciusko County, Indiana, more particularly described as follows:

A strip 16' in equal width running East and West from the Southeast corner of Lot 8 at Main Street and running in between Lots 8 and 9 to the Northwest corner of Lot 9.

2. An alleyway running East and West between Lots 10 and 11 and along the North side of Lots 13 and 14 in the Township of Sevestapol, Franklin Township, Kosciusko County, Indiana, more particularly described as follows:

A strip 16' in equal width running East and West from the Northeast corner of Lot 12 at Main Street (County Road 10000 West) and running West between Lots 11 and 12 and on and along the North line of Lots 13 and 14.

May 21, 2002
Page 13 of 13

3. An alleyway running North and South between Lot 13 and the West side of Lots 8, 9, 10, 11 and 12 in the Township of Sevastopol, Franklin Township, Kosciusko County, Indiana, more particularly described as follows:

A strip 16' in equal width running North and South from the Northwest corner of Lot 8 and running South along the West line of Lots 8,9,10,11 and 12 to West Street (County Road 700 South).

ARE NOW HEREBY VACATED

Section 2: This Ordinance shall be in full force and effect upon its adoption.

Upon unanimous vote of all Commissioners present, the same being more than three-fourths (3/4) of the duly elected Commissioners of Kosciusko County, Indiana, this Ordinance was considered for final passage upon its first presentation.

Upon motion duly made, seconded and passed by a vote of 3 ayes and 0 nays, the foregoing Ordinance was adopted by the Kosciusko County commissioners at its regular meeting this 21st day of May, 2002.

KOSCIUSKO COUNTY COMMISSIONERS
Avis Gunter
Ronald Truex
Brad Jackson

Attest: Sue Ann Mitchell, Auditor
Kosciusko County

MOTION: Brad Jackson
SECOND: Ronald Truex
AYE: 3 NAY: 0


TO: Accept ordinance for vacation of a
public way in Franklin Township.


Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

June 4, 2002

The Kosciusko County Commissioners held their regular meeting June 4, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the May 21, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented.

IN THE MATTER OF CHARACTER RESOLUTION FROM SYRACUSE/WAWASEE CHARACTER COUNCIL: CR 2002.091316

Rollin Swinson with the Syracuse/Wawasee Character Council presented information concerning the promotion of character in our community. Books were presented to the Commissioners that promote 49 character traits. Over 100 County businesses use and display this book in their offices.

A RESOLUTION 02-06-04

TO ESTABLISH KOSCIUSKO COUNTY AS A COUNTY OF CHARACTER WITH THE CHARACTER COUNCIL OF INDIANA AND THE INTERNATIONAL ASSOCIATION OF CHARACTER CITIES

WHEREAS, the people of our county recognize the importance of honorable character qualities based upon the moral standards held by our Founding Fathers of which they established our nation and legal system; and

WHEREAS, we recognize the validity of the statement by Alexis de Tocqueville that "America is great because she is good. When America ceases to be good, she will cease to be great"; and

WHEREAS, we recognize that individuals are responsible for their actions and that daily decisions should be based upon objective moral standards which are the basis of universally recognized character qualities, including obedience, honesty, truthfulness, diligence, generosity, kindness, loyalty and courage; and

WHEREAS, lack of commitment and irresponsibility have resulted in an increasing number of family problems causing personal, social and financial consequences to individual family members and to the county as a whole; and

WHEREAS, There is a need for more positive role models among our young people; and

WHEREAS, if people fail to demonstrate positive character qualities and if they make wrong moral choices, the health, safety, and welfare of the citizens are endangered, resulting in a financial burden upon the taxpayers for the costs of law enforcement; and

WHEREAS, many current societal problems will be alleviated when the citizens of the county live by positive and constructive character qualities which distinguish between right and wrong; and

June 4, 2002
Page 2 of 7

WHEREAS, teaching positive character qualities to troubled youth has been shown to produce a change in behavior, reducing recidivism rates; and

WHEREAS, our schools should be a safe atmosphere where character is exemplified, taught and strengthened and where learning is encouraged; and

WHEREAS, encouraging employees by recognizing positive character qualities has resulted in an increase in workplace morale, employee safety and corporate profits and;

WHEREAS, the emphasis of positive character qualities in every sector of society can only occur as individuals commit themselves to exemplifying character in their personal lives and inspiring others to do the same.

THEREFORE, BE IT RESOLVED by the Commissioners of Kosciusko County, Indiana that;

The Kosciusko County Commissioners pledge their commitment to character and to doing all in our power to become known as a County of Character by promoting character in our schools, businesses, homes, churches, government, media, and community groups and we urge the leaders of each of these jurisdictions to do likewise.

This resolution shall be in full force and effect upon adoption.

Adopted by the Kosciusko County Commissioners this 4th day of June, 2002.

Avis B. Gunter, President
Ronald L. Truex
Bradford L. Jackson

Attest:
Sue Ann Mitchell, Auditor

MOTION:	Brad Jackson	TO:	Approve resolution with Character Council
SECOND:	Ronald Truex		to establish Kosciusko County as a County
AYE:	3	NAY:	0
			of Character.

IN THE MATTER OF MAX FISHER REZONING IN JACKSON TOWNSHIP:

Jim Walmer, Council for Max Fisher, requested the Commissioners refer Fisher's rezoning request back to the Area Plan Commission regarding this rezoning. This issue had been tabled at the March 12, 2002 meeting. Walmer is seeking to reduce the acreage involved in this rezoning or possibly withdraw completely.

A tract of land located in the State of Indiana, County of Kosciusko, Township of Jackson, being a portion of Section 3, Township 30 North, Range 7 East, Bounded on the South by State Road 14 and on the West by State Road 13, and more fully described as follows to wit:

Commencing at the Southwest corner of Section 3, Township 30 North Range 7 East, Located at the intersection of State Roads 13 and 14, and being the point of beginning, thence North 1 degree 52 minutes East, 669.90 feet along the west line of Section 3, also being the centerline of State Road 13, to a point, thence South 88 degrees 45 minutes West, 289.42 feet to an iron pin, thence South 1 degree 52 minutes West 669.35 feet

June 4, 2002
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to a point on the south line of Section 3, along being the centerline of State Road 14; thence North 88 degrees 45 minutes West, along said south line 289.42 feet to the point of beginning.

MOTION: Brad Jackson TO: Send this issue back to the APC for further
SECOND: Ronald Truex review.
AYE: 3 NAY: 0

IN THE MATTER OF DOG LEG DRIVE IN SOUTH SHORE GREEN SD ROAD COMPLIANCE:

Rob Ladson, Kosciusko County Highway Engineer, stated South Shore Green Subdivision is a 20-year-old Subdivision established prior to current road specifications. The roads were not completed years ago. They were given 1 year to get up to current requirements. In redoing the roads, it was discovered roads could not meet the current standard because of the base used to originally create the road. Ladson requested approval of the road construction that is different than the Counties current requirements. County Highway has approved the road way fix proposed. Yards, driveways, and other issues would need to be addressed. This affects Dog Leg Drive East and West. Current drainage standards still apply.

MOTION: Brad Jackson TO: Approve modification of road qualifications
SECOND: Ronald Truex to Dog Leg Drive in South Shore Green SD.
AYE: 3 NAY: 0

IN THE MATTER OF BRIDGE ON RAINBOW LANE IN ENCHANTED HILLS SD:

Rob Ladson, Kosciusko County Highway Engineer, stated when the bridge on Rainbow Lane in Enchanted Hills was constructed, a portion of the wall was constructed on boat lot 1042B. This was not brought to the Counties attention until the transfer of property resulting in a survey. Ladson requests purchasing a perpetual easement from the current owners at a cost of \$1,500 to grant easement to the County Highway.

MOTION: Brad Jackson TO: Authorize Mike Miner to prepare perpetual
SECOND: Ronald Truex easement for the portion of the bridge on
AYE: 3 NAY: 0 Rainbow Lane constructed on boat lot
1042B.

IN THE MATTER OF COMMISSIONERS DEED AND EASEMENT FOR CARDINAL CENTER PROPERTY: CR 2003012138

Mike Miner, Kosciusko County Attorney, presented a Commissioner's Deed deeding the property located at 1804 East Winona Avenue to Cardinal Center, Inc. and exchange of easements between Kosciusko County and Cardinal Center, Inc.

COMMISSIONER'S DEED

THIS INDENTURE WITNESSETH, that The Board of Commissioners
of the County of Kosciusko,
Kosciusko County, Indiana,

DOES HEREBY CONVEY TO Cardinal Center, Inc.
a Not-For-Profit Indiana Corporation
located in Kosciusko County, State of Indiana,

June 4, 2002
Page 4 of 7

the following described real estate situated in Kosciusko County, in the State of Indiana, to-wit:

A tract of land being part of Lot 13 in the subdivision of outlot #1 in the North Bay Addition to the City of Warsaw as recorded in plat book 4, page 16 at the Kosciusko County Recorder's Office. The tract of land contains 0.50 acres, more or less, and is more particularly described as follows:

Beginning at a 5/8 inch iron bar at the Northwest corner of said lot 13; thence South 69°37'47" East (assumed bearing), along the North line of said Lot 13, 194.22 feet to a 5/8 inch iron bar; thence South 26°45'35" West, 138.11 feet to a 5/8 inch iron bar; thence North 70°03'11" West 124.84 feet to a 5/8 inch iron bar on the West line of said lot 13; thence North 01°00'32" West, along the West line of said Lot 13, 148.40 feet to the point of beginning,

Commonly known as 1804 East Winona Avenue, Warsaw, Indiana.

The Grantor stated that the conveyance of the above described real estate is made pursuant to the provisions of proper Resolution of the Board of Commissioners authorizing the transfer and conveyance of said real estate by the Grantor herein.

IN WITNESS WHEREOF, the Grantor, by its duly elected officials, has hereunto set its hand and seal on this _____ day of April, 2002.

BOARD OF COMMISSIONERS OF
KOSCIUSKO COUNTY, INDIANA

Brad Jackson, Commissioner
Avis B. Gunter, Commissioner
Ronald Truex, Commissioner

Attest:
Sue Ann Mitchell, Auditor of
Kosciusko County

GRANT OF EASEMENT

THIS AGREEMENT made this _____ day of April, 2002, by and between Kosciusko County, Indiana, by its duly elected, qualified, acting, and authorized Board of County Commissioners, hereinafter referred to as "GRANTOR" and Cardinal Center, Inc., an Indiana Not For Profit Corporation, hereinafter referred to as "GRANTEE",

SECTION 1
Recitals

1.1 The following recitals are a material part of this Agreement.

1.2 GRANTOR is the owner of real estate located in Kosciusko County, Indiana, and more particularly described as follows:

Part of the Northeast Quarter of Section 16, Township 32 North, Range 6 East, 2nd P.M., Kosciusko County, Indiana, being a part of the subdivision of Outlot Number one (1) in the North Bay Addition to the City of Warsaw, Kosciusko County, Indiana, as also being the land of United Telephone Company of Indiana, Inc. containing 1.52 acres more particularly described as follows:

June 4, 2002
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A vacated alley 20.0 feet wide lying between Lot thirteen (13) and Lot twenty-six (26), Lots numbered thirteen (13), twenty-six (26), twenty-five (25), and all of Lot number twenty-four (24) excepting therefrom the East 20.0 feet as measured by parallel lines, said exception being a dedicated alley.

Less and excepting the following tract of land being part of thirteen (13) in the subdivision of Outlot #1 in the North Bay Addition to the City of Warsaw as recorded in plat book 4, page 16 at the Kosciusko County Recorder's Office. The tract of land contains 0.50 acres, more or less, and is more particularly described as follows:

Beginning at a 5/8 inch iron bar at the Northwest corner of said lot 13; thence South 69°37'47" East (assumed bearing), along the North line of said Lot 13, 194.22 feet to a 5/8 inch iron bar; thence South 26°45'35" West, 138.11 feet to a 5/8 inch iron bar; thence North 70°03'11" West 124.84 feet to a 5/8 inch iron bar on the West line of said lot 13; thence North 01°00'32" West, along the West line of said Lot 13, 143.40 feet to the point of beginning.

1.3 GRANTEE is the owner of the following described real estate, which real estate shall receive the benefit of this grant of easement, which real estate is located in Kosciusko County, Indiana, and more particularly described as follows:

Beginning at a 5/8 inch iron bar at the Northwest corner of said lot 13; thence South 69°37'47" East (assumed bearing), along the North line of said Lot 13, 194.22 feet to a 5/8 inch iron bar; thence South 26°45'35" West, 138.11 feet to a 5/8 inch iron bar; thence North 70°03'11" West 124.84 feet to a 5/8 inch iron bar on the West line of said lot 13; thence North 01°00'32" West, along the West line of said Lot 13, 143.40 feet to the point of beginning.

1.4 GRANTOR desires to grant and GRANTEE desires to receive a non-exclusive easement for ingress and egress over real estate owned by the

GRANTOR and described in Section 1.2, for the benefit and use of the real estate described in Section 1.3, all as more specifically provided herein.

SECTION 2

Consideration

2.1 The consideration of this Agreement is the mutual covenants contained herein.

SECTION 3

Easement Grant

3.1 GRANTOR grants to GRANTEE and its successors in interest to the real estate described in paragraph 1.3 hereof, a non-exclusive easement for ingress and egress over the real estate described in paragraph 1.2 hereof and which easement is more particularly described as follows:

A 13 foot wide tract of land being 6.5 feet on both sides of the following described centerline: Commencing at a 5/8 inch iron bar at the Northwest corner of said Lot 13; thence South 69°37'47" east (assumed bearing), along the North line of said Lot 13, 194.22 feet to a 5/8 inch iron bar; thence continuing South 69°37'47" East, along the North line of said Lot 13, 6.5 feet to the point of beginning of said centerline; thence South 26°43'35" West, 137.99 feet to the end of said centerline.

3.2 GRANTEE shall have a license, coupled with an interest, to enter upon the easement for purposes of maintenance, repair, and use of the and all roadway or driveway installations thereon, and the GRANTOR agrees that they shall commit no acts or omissions which in any fashion interfere with the use and enjoyment of the easement by the GRANTEE.

SECTION 4
Maintenance

4.1 Each of the parties hereby agree that the parcels of real estate presently owned by them, to which parcels of real estate there is running the non-exclusive easement described hereinabove, shall each contribute to the maintenance of said easement for use as a drive servicing said parcels of real estate.

4.2 Said easement shall be used as a common driveway for the benefit of each of their parcels of real estate and that each of the parties agrees that the real estate owned by them and served by the easement described hereinabove, shall share one-half (1/2) in the costs of improving, maintaining, and repairing said easement.

4.3 The improvements, maintenance, and repair of the easement and joint driveway shall be accomplished in a manner agreeable to the owners of each of the parcels of real estate subject to this Agreement, provided however that no such owner may unreasonably refuse to consent to any reasonably necessary improvement, maintenance, or repair to said easement and joint driveway in order that the same may continue to be used for the purposes of ingress and egress to the real estate served thereby.

SECTION 5
Miscellaneous

5.1 This Agreement shall be construed in accordance with the laws in effect in the State of Indian.

5.2 This Agreement shall be binding upon the inure to the benefit of the parties hereto, their successors and assigns, shall run with the land and shall be enforceable with attorney's fees and without relief from valuation or appraisal laws.

5.3 Grantor states that the conveyance of the above described easement is made pursuant to the provisions of proper resolution of the Board of Commissioners authorizing the same.

IN WITNESS WHEREOF, the parties have executed this Agreement the day above written.

Board of Commissioners of
Kosciusko County, Indiana

Brad Jackson, Commissioner
Avis B. Gunter, Commissioner
Ronald Truex, Commissioner

Attest:
Sue Ann Mitchell, Auditor of
Kosciusko County

MOTION: Ronald Truex
SECOND: Brad Jackson
AYE: 3 NAY: 0

TO: Approve deed and exchange of easements
between Kosciusko County Commissioners
and Cardinal Center, Inc.

June 4, 2002
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IN THE MATTER OF INDIANA ASSESSMENT SERVICES CONTRACT:


Sue Ann Mitchell, Kosciusko County Auditor, stated at the May 21, 2002 meeting the contract between Indiana Assessment Service and Kosciusko County to perform a Sales Assessment Ration Study to measure the accuracy and uniformity of assessments in the County was approved, but not signed. Signatures are needed on the contract to proceed.

IN THE MATTER OF PUBLIC DEFENDER FUNDS REIMBURSEMENT:

Sue Ann Mitchell, Kosciusko County Auditor stated she had filed \$109,000 worth of expenditures for Public Defenders with the State Public Defenders Board for non-capital cases. The County should receive \$53,560 reimbursement for expenditures, which will return to County General.


Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

June 18, 2002

The Kosciusko County Commissioners held their regular meeting June 18, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

Other Attendees: The Paper/Mail Journal-Phoebe; Times Union-David Slone; WAWC-Kathy Johnston

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the June 4, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building claim #30 was approved.

MOTION:	BRAD JACKSON	TO:	Approve Minutes and Claims
SECOND:	RON TRUEX		as presented.
AYE: 3	NAY: 0		

IN THE MATTER OF RECEIPT OF COURTHOUSE ARIAL PHOTO:

Bill Holder, GIS Director presented the Commissioners with a picture of the Courthouse complex done by Woolpert as a part of the orthophotos that were flown this spring

IN THE MATTER OF INTERNET DEVELOPMENT AGREEMENT

GIS Director Bill Holder requested the Commissioners approve the Internet Professional Services contract with Schneider Corporation of Indianapolis. This is a continuing contract. Holder indicated he was happy with Schneider's work. The total cost is \$75,000 with Internet mapping costing \$45,000. The website development will cost \$30,000. The money has been budgeted. Ron Truex asked questions regarding monies budgeted. Of the GIS money budgeted \$87,000 remains. Holder explained some history and details regarding more involvement needed with connection to Intranet as well as the Internet connection. Auditor Sue Ann Mitchell cited a study tracking incoming calls (90 in one week) that showed the necessity of help being available on the Internet. Mitchell stated it costs approximately \$7200 for faxing expense yearly.

MOTION:	BRAD JACKSON	TO:	Approve continuation of Schneider
SECOND:	RON TRUEX		Corporation Professional Services contract
AYE: 3	NAY: 0		to include Internet mapping and Internet
			Development.

IN THE MATTER OF LABELING SYSTEM FOR NEW FILES:

County Clerk Sharon Christner presented information concerning a labeling system for the Clerk's new filing system. The system she requested is Network Source. They can do back file conversion. Network is approximately \$3,000 less than other company. Currently approx 250,000 files exist both active and inactive. Backfiling would be on the active files.

MOTION:	RON TRUEX	TO:	Purchase Software and Bar
SECOND:	BRAD JACKSON		Coding from Network Research.
AYE: 3	NAY: 0		

June 18, 2002
Page 2 of 2

IN THE MATTER OF DRUG BUY ORDINANCE REWRITE:

Sheriff Aaron Rovenshine requested permission be granted for him to work with Mike Miner to update the drug buy ordinance. One is currently in place, but the code referenced has been rescinded. The Commissioners agreed to the request.

IN THE MATTER OF INSUFFICIENT FUNDS CHECK ORDINANCE:

CR 2002 071317

Treasurer Stephanie Eisenwein appeared to request approval of an ordinance for insufficient funds when presented in payment of taxes. She has received 65 NSF's this year with 27 unpaid. The ordinance has two main parts. Part I includes a \$25 charge for all NSF checks. Part II requires all properties in tax sales status must have taxes paid with a cashiers check or cash.

MOTION: RON TRUEX TO: Approve ordinance as presented.
SECOND: BRAD JACKSON
AYE: 3 NAY: 0

ORDINANCE 02-06-18-NSF 1

WHEREAS, the Kosciusko County Treasurer has experienced numerous checks that have been presented for payment of taxes that have resulted in insufficient funds, closed accounts, etc.

WHEREAS, the county is being charged a fee for the return of unpaid checks;

WHEREAS, the posting of payments has kept properties from the tax sale list;

BE IT THEREFOR RESOLVED, that the fee to be charged for any check returned to Kosciusko County for non-payment shall be \$25.00 in addition to the 10% penalty required by IC 6-1.1-37-10;

FURTHER, the \$25 charge shall be entered on the tax duplicate for the property and is subject to interest, penalty and collection in the same manner as all other special assessments per IC 6-1.1-22-12.1;

FURTHER, Cashier's Checks or Cash only will be accepted for all payments that are delinquent enough to cause the property to be included in the tax sale;

FURTHER, the Kosciusko County Treasurer will notify the check issuer of the charges due;

FURTHER, the Kosciusko County Auditor will immediately issue a check for all NSF amounts to the Kosciusko County Treasurer for the purpose of balancing the books and county bank account upon presentation of claim by Treasurer.

This ordinance shall be effective upon approval this 18th day of June 2002.

ATTEST: KOSCIUSKO COUNTY
BOARD OF COMMISSIONERS

Sue Ann Mitchell, Auditor
Avis B. Gunter, President
Ronald Truex, Member
Brad Jackson, Member

IN THE MATTER OF WAYNE TOWNSHIP MOWING COMPLAINT:

Kevin Zachary, Southwood Addition, stated vacant properties have not been mowed since the summer of 2001. Commissioner Avis Gunter inspected the area. Concern is for mosquito problems as West Nile Virus was already found in Allen County. The Wayne Township Trustee has sent letters. Sue Ann volunteered to contact Beulah Fleagle, Wayne Township Trustee, to insure the process moved forward.

June 18, 2002
Page 3 of 3

IN THE MATTER OF HOME HEALTH CARE 2003 BUDGET REQUEST:

Kathy Simpson appeared before the Commissioners to make a request for continued funding in 2003 Home Health Care. Reimbursement from Real Services is less than last year causing a shortfall of \$100,000. The amount Simpson requested for continued support is \$50,000 which is the same as their 2002 request..

IN THE MATTER OF CARDINAL CENTER 2003 BUDGET REQUEST:

Jane Greene, Cardinal Center representative, presented information on the operation of the Cardinal Center. Cardinal Center employs 530 people with 400 in Kosciusko County. They are serving more disabled and have built three new homes. They have started an Early Head Start program. They have painted and added a new roof at CCL. She stated \$15,000 would be designated for Head Start and \$15,000 would be designated to KABS. Greene noted that 95% of KABS transportation is related to Medicaid. Greene stated they would like to replace 1 bus per year starting this year (3 total buses). There are 50 People in vocational training in such local businesses as CTB, RRD, and Biomet. Randy Hall, Cardinal Center representative, presented information on services for adults. The Cardinal Center contracts for piecework with Chore Time Brock, Biomet, RR Donnelley & Sons, Biomet and Dekko. Community living is another service provided by the Cardinal Center. Thirty-seven people were in the program last year. There are 70+ this year. The Cardinal Center requested a total of \$90,000 for 2003 which is the same as their 2002 request.

IN THE MATTER OF KDI 2003 BUDGET REQUEST:

President Brian Redshaw presented Website KDI-IN.com as way to promote Kosciusko County businesses. August 2001-June 2002 KDI responded to 92 business relocations; providing resource info free for small business-Workshop forthcoming for Developing Business Plans. Indiana leads in lost jobs at 35,000. Manufacturing Council to address needs. There will be a future workforce training in the medical industry. They plan to update County Wage Survey. Redshaw requested \$35,000, which is the same as last year. Redshaw recognized Joy McCarthy-Sessing and Jean Gosney.

IN THE MATTER OF HISTORICAL SOCIETY 2003 BUDGET REQUEST:

Jerry Frush requested the same funding as the prior year in the amount of \$23,000 which is the same as last year. A new roof was added last year as well as new storm windows and paving of the historic jail parking lot. They have applied for a grant for the tiling of the historical jailhouse kitchen and hallway.

IN THE MATTER OF STOP SIGNS AT KAREN DRIVE & SUNRISE DRIVE:

OR 200209/294
Rob Ladson, County Highway Engineer, presented requests for two stop signs at Karen Drive and Sunrise Drive where they intersect with Robert Louis Drive. The intersection is uncontrolled. EMS Lanes B38 A & B38 B should stop for B38, which is the main road.

MOTION: RON TRUEX TO: Approve placement of two stop signs at
SECOND: BRAD JACKSON EMS Lane B38A and B38B.
AYE: 3 NAY: 0

ORDINANCE 02-06-18 SO2

An ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend, "Stop" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Install "Stop" sign on the northeast corner of B38A (Sandpoint) to stop for B38 (Robert Lewis Drive).
 2. Install "Stop" sign on the northeast corner of B38B (Karen Drive) to stop for B38 (Robert Lewis Drive).
- THIS ORDINANCE shall be in full force and effect on June 18th, 2002. This ordinance passed and adopted by the Board of Commissioners of the County of Kosciusko this 18th day of June 2002.

BOARD OF COMMISSIONERS, Kosciusko County
Avis Gunter, President
Bradford Jackson, Member
Ron True, Member

IN THE MATTER OF REPEALING STOP SIGN AT 250 N and 300 E:
CR 2002 09/323

Rob Ladson, County Highway Engineer, requested a stop sign be repealed at 250 North and 300 East. There are two signs 250 North and only one is usable. Ladson was instructed to install a "Stop Ahead" sign.

MOTION:	BRAD JACKSON	TO:	Approve repeal of stop sign at the
SECOND:	RON TRUEX		South East corner of 250N & 300E.
AYE: 3	NAY: 0		

ORDINANCE 02-06-18-SC1

An ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend, "Stop" signs be repealed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Repeal Stop sign on the southeast corner of CR 250 N and CR 300 E.

THIS ORDINANCE shall be in full force and effect on June 18, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 18th day of June, 2002.

BOARD OF COMMISSIONERS, Kosciusko County
Avis Gunter, President
Bradford Jackson, Member
Ron Truex, Member

IN THE MATTER OF LINCOLN PARK SUB DIVISION ROAD MAINTENANCE:

CE 2003 090 842
Rob Ladson, County Highway Engineer, requested streets in Lincoln Park Phases 1-4 be accepted into the county maintenance program. This excludes Phase 5.

MOTION: Brad Jackson TO: Accept Lincoln Park Subdivision
SECOND: Ronald Truex roads as presented.
AYE: 3 NAY: 0

Name of Subdivision:	Lincoln Park	
Road Name:	Springfield Drive	1650 feet (0.31 miles)
	From: CR 175 E	To: Lincoln Park
	Lincoln Park	930 feet (0.18 miles)
	From: Springfield	TO: Walnut
	Walnut	430 feet (0.08 miles)
	From: Bobber Lane	To: Lincoln Park
	Bobber Lane	670 feet (0.13 miles)
	From: Walnut	To: Mark Trail
	Mark Trail	200 feet (0.04 miles)
	From Bobber Lane	To: Dead End

Person(s) Requesting Acceptance: Robert D. Ladson, P.E.
Date of Recommendation: 6-14-2002
County Engineer's Recommendation: It is the recommendation of the Kosciusko County Highway Department that maintenance by the County for this road commence immediately.

Robert E. Ladson, P.E.
Kosciusko County Hwy. Eng./Supt.

Accepted Date: 6-18-02
Attest: Sue Ann Mitchell
Kosciusko County, Auditor

Kosciusko County Board
Of Commissioners
Ron Truex
Avis, Gunter,
Bradford Jackson

IN THE MATTER OF VENITIAN ISLE BRIDGE REPLACEMENT:

Rob Ladson, County Highway Superintendent, advised the Commissioners he held a meeting with residents that must use the Venitian Isle Bridge on June 6th. He advised the engineer would remove one-third and build one-half then remove two-thirds and build the other half. This was the best plan to keep the bridge open. Ladson advised he was working on a Bridge Proposal for Cedar Point in 2004.

IN THE MATTER OF MOTOROLA CONTRACT NEGOTIATION:

Ron Robinson, County Administrator, is in the process of negotiating a contract with Motorola. He asks that Avis Gunter be given permission to sign.

MOTION:	RON TRUEX	TO:	Authorize Avis Gunter to sign
SECOND:	BRAD JACKSON		Motorola Contract.
AYE:	3		
NAY:	0		

IN THE MATTER OF MARLEY PROPERTY REZONING FROM AGRICULTURAL TO AG II:

Dan Richards, Director Area Plan, presented information on the rezoning of an 18.5-acre tract of property in Etna Township. The APC recommend denial of the request to rezone. The Marley's have exhausted all sell offs. There was no one present for or against the petition.

MOTION: RON TRUEX TO: Deny petition to rezone 18.5 acres
SECOND: BRAD JACKSON owned by Mark Marley in Etna
AYE: 3 NAY: 0 Township.

IN THE MATTER OF KELLY PROPERTY IN TURKEY CREEK TOWNSHIP FROM AG TO RESIDENTIAL 8 ACRES:

Dan Richards, Director Area Plan, presented information on the rezoning request. APC unanimously recommends denying 7:1. There was no one present for or against the petition.

MOTION: RON TRUEX TO: Deny Petition to rezone 8 acres owned
SECOND: BRAD JACKSON by Rebecca Kelly in Turkey Creek
AYE: 3 NAY: 0 Township.

IN THE MATTER OF ORDINANCE REVISION PROPOSAL BY AREA PLAN COMMISSION:

Matt Sandy, Assistant Planner, presented an ordinance revision for the Commissioner's consideration.

- I. Definition of Commercial – Remove Manufacturing use and process as a special exception.
- II. Lots without public sewer – Change
 Raising Lot Size from 15,000 Sq. Ft. to 20, 000 Sq. Ft.
 (Dr. William Remington, County Health Department requested this change)
 Current SD's in place March 1, 2003
 Not online by July 15 must meet larger size
- III Definition of Structure
 Mailbox Structure
 County Regulates Placement
 Must be three feet from pavement

Commissioner's agreed to table this Ordinance approval until the next meeting, July 2, 2002.

IN THE MATTER OF 4-H 2003 BUDGET REQUEST:

Tracy George thanked the Commissioners for their support this year in the amount of \$44,771. The County Fair, July 1-6 will have 3000 4-H projects on display. She requested \$48,411 with the following breakdown:

Fair Board Charges: \$ 27,811
Awards: \$17,500
Youth Trips: \$ 3,500
TOTAL \$48,811

IN THE MATTER OF THE BEAMAN HOME 2003 BUDGET REQUEST:

Director, Jeannie Campbell, thanked the Commissioners for continue support. The Beaman Home, shelter from domestic violence, is open 24/7 and outreach has expanded to 660 families. Grants have been applied for. To date two grants have been received. State has decreased funds for this project. The shelter is operated with only nine full time employees. The Beaman Home is requesting \$34,000 for operations which is an increase from their \$31,500 for 2002.

IN THE MATTER OF ARROWHEAD 2003 BUDGET REQUEST:

Randy Moore thanked the Commissioners for continued support. Arrowhead covers 10 counties. This fall Warsaw had 42 kids for river rafting. Tippecanoe Valley School has requested services from Arrowhead. There are two Kosciusko County Reps: Bob Knudsen and Bob Price. Moore requested \$500 which is the same amount as 2002.

IN THE MATTER OF COUNCIL ON AGING 2003 BUDGET REQUEST:

Director Jack Felger thanked the Commissioners for their continued support. He stated that 92-95% of transportation is due to medical purposes with 5-8% for other business. He stated there are 22-23,000 meals served per year with one noon meal daily for five days at cost of \$1200.00/person/year. Fifteen persons are currently on the waiting list for Mobile Meals. Recipient income drives the cost. A doctor must prescribe Mobile Meals. The Mobile Meals service allows people to stay in their own home. Meals originate at KCH at \$3.40/meal. Volunteers deliver meals. The 2002 budget was set at \$31,500. Felger requested \$40,000 for the 2003 budget.

IN THE MATTER OF ST. JOE RIVER BASIN 2003 BUDGET REQUEST:

This organization provides Water Quality Technical Assistance for the Michiana Area. Sandra Seanor states the funding for this program has been reduced by the State and she feels County support is important. A video for septic maintenance is being produced and will be offered to all homeowners at closing. Ten thousand copies will be available with a packet in the future. She requested \$500, which is the same as last year.

IN THE MATTER OF TRAFFIC COUNT FROM MACOG:

Sandra Seanor, representative of MACOG, presented a copy of a traffic count survey completed by MACOG. She advised the count was not seasonally adjusted. The State paid MACOG to do the study.

IN THE MATTER OF ANIMAL WELFARE LEAGUE 2003 BUDGET REQUEST:

Cindy Cordill asked for a 10% increase (\$72,600) to help with payroll expenses and benefits. They have added Medical and Dental, puppy cages and fencing. Their budget for 2002 is \$66,000.

IN THE MATTER OF TIPPECANOE ENVIRONMENTAL 2003 BUDGET REQUEST:

Lynn Stevens stated that the Tippecanoe River is the 8th most important river in the U.S. The Tippecanoe River Basin was founded in 1997. The River occupies 1.25 million acres; 65% of which runs in Kosciusko County, 15% in Whitley, and 5% in Noble. The Watershed Management plan was presented by a 16 month study paid by Build Indiana \$380,000 with Federal, State and Private grants. Stevens requested \$1,000 for use to distribute educational plans. This is their first request for funding from the county.

IN THE MATTER OF COMBINED COMMUNITY SERVICES 2003 BUDGET REQUEST:

Director Jim Koons stated the need for funding for Information and Referral Services. One may call CCS and obtain information regarding services. United Way funding has moved to direct aid. No health insurance is provided for CCS employees. It would cost \$55,000 to insure 10 full time employees. Their reference catalog is updated and maintained daily. This is their first year requesting funding from the Commissioners. They are requesting \$85,000, with \$55,000 for insurance and \$30,000 for information and referral services.

June 18, 2002
Page 8 of 3

IN THE MATTER OF LAKELAND ART ASSOCIATION 2003 BUDGET REQUEST:

No one was present to present a request. They requested to be included in the 2003 budget in 2002.
Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County

David B. Hunter
Avis Gunter, President

Ronald Truex
Ronald Truex, Member

Brad Jackson, Member

Sue Ann Mitchell
Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

July 2, 2002

The Kosciusko County Commissioners held their regular meeting July 2, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

Other Attendees: The Paper/Mail Journal-Stacey Anderson; Times Union-David Slone; WAWC-Kathy Johnston.

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Claims were signed and approved for payment as presented. Justice Building Claim #31 was approved.

MOTION:	RON TRUEX	TO: Approve Claims as presented.
SECOND:	BRAD JACKSON	
AYE: 3	NAY: 0	

IN THE MATTER OF JANUARY 2002 NTS CONTRACT SOFTWARE PURCHASE:

Bob Momeyer, Systems Administrator, stated that at the time the County purchased the voter registration software additional programming was planned. A total of 450 hours was planned to further develop the program. At this point 160 man-hours have been used. A total of 290 hours are left. These hours were planned. No work was done on the original program. We asked them to do additional development. Mike Miner reviewed and approved.

MOTION:	BRAD JACKSON	TO: Authorize additional development of program.
SECOND:	RON TRUEX	
AYE: 3	NAY: 0	

IN THE MATTER OF THE JAY ENTERPRISE SOLUTIONS CONTRACT EXTENSION:

Currently the county pays for tech support on an hourly basis. With a new agreement and buying support ahead there will be a 15% savings. Bob Momeyer proposed \$5000 worth of support with net savings of \$750, which locks in a lower rate. This proposal also includes free phone support with the agreement. Mike Miner approved the content of the agreement. This is a new option that has been made available. Payment can be done in a variety of ways.

MOTION:	RON TRUEX	TO: Approve Contract Extension
SECOND:	BRAD JACKSON	
AYE: 3	NAY: 0	

IN THE MATTER OF REPEAL STOP SIGN ON 600S AT RAIL ROAD:

CE 2002 091325
Rob Ladson, County Highway Superintendent, requested permission to remove the stop signs on 600 South at the railroad since gates and lights were installed.

MOTION:	BRAD JACKSON	TO: Approve repeal of stop signs on 600 S at railroad where lights and gates have been installed.
SECOND:	RON TRUEX	
AYE: 3	NAY: 0	

July 2, 2002
Page 2 of 4

ORDINANCE 02-07-22-501

An ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend, "Stop" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

- 1. Ordinance # 00-SO-15, Item #2. Repeal "Stop" signs on CR 600 S at the railroad tracks on the southwest and northeast corners.

THIS ORDINANCE shall be in full force and effect on July 2, 2002. This ordinance passed and adopted by the Board of Commissioners of the County of Kosciusko this 2nd day of July 2002.

BOARD OF COMMISSIONERS, Kosciusko County
Avis Gunter, President
Bradford Jackson, Member
Ron Truex, Member

**IN THE MATTER OF PADDLE BROOK POND SUB DIVISION REQUIREMENTS
COMPLETION:**

Paddle Brook Pond has a bond on record that was supplied by a bond company that is out of business. The subdivision has pavement issues that have not been completed. Rob Ladson says they are trying to renew the bond. He has sent a letter describing what still needs to be done. The base of the road has failed and will require a new base. The side ditches are still issues, but they are issues with property owner and not developers. The Bond protects County interests. Ladson just wanted to make the Commissioners aware of the status.

IN THE MATTER OF ESPLANADE:

Kosciusko County Prosecuting Attorney Mike Miner advised the Commissioners he had not yet received a satisfactory easement description on the Conkling vacation request. He is still trying to work with the Conkling's attorney to resolve the problem.

IN THE MATTER OF REMODELING OF OLD JUSTICE BUILDING:

County Administrator Ron Robinson requested approval from the Commissioners to remove the tile and do work in the tunnel between the Justice Building and the Courthouse with the work not to exceed \$15,000.

MOTION: BRAD JACKSON TO: Approve limit of \$15000 on tile and tunnel
SECOND: RON TRUEX improvement.
AYE: 3 NAY: 0

July 2, 2002
Page 3 of 4

IN THE MATTER OF CHANGE ORDER ADD-ONS APPROVAL:

County Administrator Ron Robinson requests change orders #71-76-78-79 be approved by the Commissioners. Old plans for construction were not necessarily built as shown which has caused some changes to be needed that were not expected.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYE: 3
NAY: 0

TO: Approve change orders # 71, 76, 78 and 79
for Justice Building Remodeling.

IN THE MATTER OF OUT OF STATE TRAVEL REQUEST TO ACQUIRE DISPATCH GRANT INFORMATION:

County Administrator Ron Robinson requested permission for either he or Tom Brindle, Dispatch Director, to attend an out of state meeting for Federal Grant Monies on July 18 in Detroit, Michigan

MOTION: RON TRUEX TO: Approve out of state travel.
SECOND: BRAD JACKSON
AYE: 3 NAY: 0

IN THE MATTER OF MOTOROLA 911 DISPATCH CONTRACT:

Ron Robinson, County Administrator, indicated he was still in the process of negotiating the Motorola 911 dispatch contract. No agreement has been reached at this time.

IN THE MATTER OF APC ORDINANCE REVISION ALLOWING MANUFACTURING AS AN EXCEPTION USE WITHIN COMMERCIAL ZONED DISTRICT.

Area Plan Director Dan Richard requested that the Area Plan Zoning Ordinances be changed to list manufacturing as an exception use within a commercial zoned district.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYE: 3
NAY: 0

TO: Adopt the ordinance change to include manufacturing as an exception use within a commercial zoned district.

IN THE MATTER OF APC ORDINANCE REVISION OF LOT SIZE FROM 15,000 TO 20,000 SQ. FT.:

Dan Richard, Director Area Plan, proposed a revision of lot size from 15,000 square feet to 20,000 square feet for septic purposes. He indicated there are additional open space requirements that need to be met as well as a percentage of ground cover. The primary request for this change is that Dr. Remington the head of the Health Department feels this is necessary to support septic systems. Richard indicated he has contacted the Board of Realtors and that they were supportive of the change. Commissioner Brad Jackson asked numerous questions about how the 20,000 square feet figure was selected. Jackson had done calculations on required space needed and agreed an increase would be appropriate, but he questioned the need for the 5,000 square foot increase. Richard requested the matter be tabled until Dr. Remington could attend to explain his concerns.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYE: 3
NAY: 0

TO: Table this revision until Dr. Remington is available.

July 2, 2002
Page 4 of 4

IN THE MATTER OF APC ORDINANCE TO ADDRESS MAILBOX RESTRICTIONS:

Dan Richard, Director Area Plan, proposes to increase restrictions on mailbox structures as to their placement. Because many of these structures are placed on road right of ways, they are subject to accidental damages. Rob Ladson, County Highway Superintendent, indicated the County Highway's rule is that if a mailbox is located at least 3' from the edge of the roadway, the county will pay for it if it is destroyed. Mike Miner, County Attorney, indicated that if mailboxes were placed on county road right of way, it was the owner's problem if they were destroyed. It was decided that enough regulations on mailbox restriction have been established.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYE: 3 NAY: 0

TO: Not to adopt the ordinance to revise
mailbox restrictions.

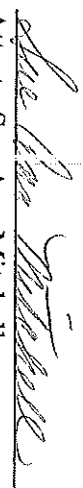
Being no further business to come before the Commissioners, the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

July 16, 2002

The Kosciusko County Commissioners held their regular meeting July 16, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RONALD ROBINSON, COUNTY ADMINISTRATOR
	MIKE MINER, COUNTY ATTORNEY

Other Attendees: The Paper/Mail Journal-Stacey Anderson; Times Union-David Slone; WAWC-Kathy Johnston.

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Claims and minutes were approved.

MOTION:	RON TRUEX	TO: Approve Claims and minutes as presented.
SECOND:	AVIS GUNTER	
AYES: 2	NAYS: 0	

IN THE MATTER OF RECEIPT OF KOSCIUSKO COUNTY CUP:

Clerk Sharon Christner received a letter from Cathy Schlot who had a small decorative cup that had a picture of the Kosciusko County Courthouse. She forwarded the cup to the Clerk to be donated to the Kosciusko County Commissioners. Schlot requested a letter of acknowledgement as a condition of the donation. The Commissioners accepted the cup.

IN THE MATTER OF VOTING MACHINE DEMONSTRATION:

Clerk Sharon Christner reminded the Commissioners that the demonstrations for voting machines will be held starting at 8 AM on July 17th. She encouraged the Commissioners to attend so they can see first hand how the voting machines work.

IN THE MATTER OF CHANGING THE DATE FOR THE SEPTEMBER 24TH COMMISSIONER'S MEETING:

President Avis Gunter requested the change of the meeting date from Tuesday, September 24th to Monday, September 23rd. The Association of Indiana Counties conference is being held at that time in Merrillville.

MOTION:	RON TRUEX	TO: Approve the change in meeting date for the
SECOND:	AVIS GUNTER	September 24 th meeting to Monday,
AYES: 2	NAYS: 0	September 23 rd .

IN THE MATTER OF COUNTY HIGHWAY SALT PURCHASE:

Rob Ladson, County Highway Superintendent, presented the commissioners with bids for salt for the upcoming winter. He received a bid from Cargill at \$33.29 per ton and from Morton for \$39.65 per ton. Ladson recommended the Cargill quote be accepted. He stated he would be purchasing 1500 tons. Payment is due upon delivery per Ladson.

MOTION:	RON TRUEX	TO: Approve the quote from Cargill at \$33.29 per ton.
SECOND:	AVIS GUNTER	
AYES: 2	NAYS: 0	

July 16, 2002
Page 2 of 6

IN THE MATTER OF STOP SIGN PLACEMENT IN SOUTH BROOK SUB DIVISION:

CR 2002 09/326

Rob Ladson, County Highway Superintendent, advised the Commissioners there were several intersections that were established with yield signs. Ladson recommended that the signs be changed from yield to stop signs in the interest of safety. Commissioner Truex asked if the Sheriff was in support of this change. Ladson replied yes

MOTION: RON TRUEX
SECOND: AVIS GUNTER
AYES: 2 NAYS: 0

TO: Change the yield signs to stop signs at the following intersections: High Circle Drive & Stonebridge Rd
Woodland Circle & Wildwood Drive
Tally Ho Circle & Wildwood Drive
Sunrise Circle & Old Ditch Road

ORDINANCE 02-07-01S

An ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend, "Stop" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

For Southbrook Park Addition – to change Yield Signs to Stop Signs at the following locations:

1. High Circle Drive – Stonebridge Road
2. Woodland Circle – Wildwood Drive
3. Talley Ho Circle – Wildwood Drive
4. Sunrise Circle – Old Ditch Road

THIS ORDINANCE shall be in full force and effect on July 16th, 2002. This ordinance passed and adopted by the Board of Commissioners of the County of Kosciusko this 16th day of July 2002.

BOARD OF COMMISSIONERS, Kosciusko County
Avis Gunter, President
Ron Truex, Member

ATTEST: Sue Ann Mitchell
Kosciusko County Auditor

IN THE MATTER OF STOP SIGN PLACEMENT AT 400 N & 850 W and 750 W & 1250 S:

CR 2002 09/338

Rob Ladson, County Highway Engineer, presented the Commissioners with information concerning the placement of a stop signs at two four way stop intersections that have only three stop signs. The two intersections were 400 N & 850 W and 750 W & 1250 S. In an effort to provide uniform traffic signs, Ladson requested permission to place stop signs at both intersections to make them true four way stops. Ladson indicated the Sheriff's Department was supportive of them becoming four way stops.

July 16, 2002
Page 3 of 6

MOTION: RON TRUEX
SECOND: AVIS GUNTER
AYES: 2 NAYS: 0

TO: APPROVE THE ADDITIONAL STOP SIGNS AT
THE INTERSECTIONS REQUESTED.

ORDINANCE 02-07-03S

An ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend, "Stop" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Install "Stop" sign on the northeast corner (westbound) of CR 400 N at CR 850 W, making it a 4-way stop.

THIS ORDINANCE shall be in full force and effect on July 16th, 2002. This ordinance passed and adopted by the Board of Commissioners of the County of Kosciusko this 16th day of July 2002.

BOARD OF COMMISSIONERS, Kosciusko County

Avis Gunter, President

Ron Truex, Member

ATTEST: Sue Ann Mitchell

Kosciusko County Auditor

ORDINANCE 02-07-02S *CR 2002 09/327*

An ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use public ways and rights-of ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend, "Stop" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

1. Install "Stop" sign on the southeast corner (northbound) of CR 750W at CR 1250S, making it a four way stop.

THIS ORDINANCE shall be in full force and effect on July 16th, 2002. This ordinance passed and adopted by the Board of Commissioners of the County of Kosciusko this 16th day of July 2002.

July 16, 2002
Page 4 of 6

ATTEST: Sue Ann Mitchell Kosciusko County Auditor	BOARD OF COMMISSIONERS, Kosciusko County Avis Gunter, President Ron Truex, Member
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IN THE MATTER OF DECLARATION OF NO HISTORICAL VALUE AT 6421 E MCKENNA ROAD FOR HOUSING OPPORTUNITIES:

Auditor Sue Ann Mitchell presented a request from Housing Opportunities of Warsaw for a letter indicating that 6421 E McKenna Road is not a historic property. This is required before approval is given to do work on the property. Commissioner Truex approved Avis Gunter signing the letter indicating there were no historic preservation issues with the property. This is required for grant purposes.

IN THE MATTER OF COUNTY AREA PLAN COMMISSION ORDINANCE CHANGES:

Some members of the public were present to inquire about the proposed changes to the Area Plan Commission ordinances. Because Commissioner Brad Jackson was not present for the meeting, the Health Department presentation on their request to increase lot sizes was tabled. Richard Janes, a member of the audience, voiced opposition to increasing the lot sizes. He has land he is holding for future development. He stated this would reduce the number of home sites he could create. Commissioner Truex advised him there is a planned grace period for those subdivisions in the development stage. They are to be grandfathered in if they are on file with the Area Plan Commission Office. Discussion was held concerning the fact that Warsaw City could annex Jane's property which would add different restrictions and qualifications. Janes was advised to talk with Area Plan Director Dan Richard about his concerns.

Chris Garza, also a member of the audience, indicated she did not believe a blanket requirement would fit all sites. She had concerns about wells and septic tank placement. She indicated the square foot of the house would have an impact on the size of lot necessary. Commissioner Truex explained that the Health Department was the primary reason why 20,000 square feet was required. He indicated that no decisions have been made by the Commissioners on this issue. It will be rescheduled at a later meeting.

IN THE MATTER OF REZONING LAND IN PRAIRIE TOWNSHIP OWNED BY DOWNTOWN ATWOOD LLC FROM AG TO INDUSTRIAL II FOR BAMBİ ROOFING:

CR 2002-09/312

Dan Richard, Area Plan Director, presented information concerning a rezoning by Downtown Atwood LLC for Bambı Roofing in Prairie Township. This is to rezone land on the east side of Old 30 West on the edge of Atwood. Bambı Roofing is zoned Industrial II. There are some residential, industrial and commercial properties in the area. The Plan Commission approved the rezoning. No one rose to speak for or against the rezoning.

MOTION:	RON TRUEX	TO: Approve the rezoning as presented.
SECOND:	AVIS GUNTER	
AYE: 2	NAY: 0	

ORDINANCE NO 2002-01-01Z

**AN ORDINANCE AMENDING, AND TO AMEND
THE ZONING ORDINANCE OF KOSCIUSKO
COUNTY, INDIANA**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY,
INDIANA:**

ARTICLE I.

Section 1. That the Kosciusko County Zoning Ordinance heretofore passed and adopted by the Board of Commissioners of Kosciusko County, Indiana, be and the same is hereby amended in the particulars hereinafter set forth.

July 16, 2002
Page 5 of 6

Section 2. That certain tract of land situate in Kosciusko County, Indiana, now lying without the corporate limits of any City or Town and under the jurisdiction of the Kosciusko County Area Plan Commission, as a part of the Comprehensive Plan for Kosciusko County, Indiana, to wit:

TRACT A (Key no 21-127-52D)

A tract of land in the Southwest Quarter of Section 32, Township 22 North, Range 5 East, Prairie Township, Kosciusko County, Indiana, and described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence South 88 degrees 28 minutes 30 seconds West, on and along the South line of said Southwest Quarter being within the right of way of a County Road and within the right of way of Olds US 30, a distance of 588.3 feet to the Point of Beginning; thence continuing South 88 degrees 28 minutes 30 seconds West a distance of 160.00 feet to the Southeast corner of a 4 acre tract of land as recorded in deed record 334 page 231 of the records of Kosciusko County, Indiana; thence North 01 degree 08 minutes 50 seconds West on and along the East line of said four acre tract, being established by survey monuments found, a distance of 337.5 feet (recorded 343.42 feet) to the Northeast corner thereof; thence South 88 degrees 28 minutes 30 seconds East, parallel to the South line of said Southwest Quarter, a distance of 160.00 feet; thence South 01 degree 08 minutes 50 seconds east, parallel with the East line of said 4 acre tract, a distance of 160.00 feet to the Point of Beginning and containing 1.240 acres more or less and subject to all public right of ways.

TRACT B (Key NO. 21-127-52.DB)

A tract of land located in the Southwest Quarter of Section 32, Township 33 North, Range 5 East, Prairie Township, Kosciusko County, Indiana described as follows:

Commencing at the Southeast corner of said southwest Quarter; thence South 88 degrees 28 minutes 30 seconds West 441.3 feet along the South line of said Southwest Quarter and being within the right of way of a county road and Old US 30 to the Point of Beginning; thence continuing South 88 degrees 28 minutes 30 seconds West 147.0 feet; thence North 01 degrees 08 minutes 50 seconds West 337.5 feet; thence North 88 degrees 28 minutes 30 seconds East 147.0 feet; thence South 01 degree 08 minutes 50 seconds East 337.5 feet to the Point of Beginning and containing 1.139 acres more or less and subject to all public right of ways.

TRACT C (Key NO. 210127-52 pt.)

A tract of land to be surveyed after execution of this contract, as follows: Real estate in or near Atwood, Indiana, bounded on the south side by a tract owned by Eric A. Waggoner and Amy L. Waggoner, and another tract owned by Paul E. Shepherd and Marcia M. Shepherd; and bounded on the west side by real estate owned by Ken M. Collins and Brenda L. Collins, and consisting of a rectangular parcel 97 feet in dimension north to south and 307 feet in dimension east to west (more or less). It is the intention of the parties to provide this description as a means of adequately describing the real estate for purposes of a purchase agreement, but to arrange promptly for a survey for a more complete legal description of the real estate. A copy of the location and approximate dimensions, relative to adjacent properties, is attached hereto as Exhibit A and incorporated herein by reference.

Be, and the same is hereby, removed from the classification as a Agricultural District and subject real estate shall be reclassified and rezoned as an Industrial II district within the limitations, definitions and description of the Kosciusko County Zoning Ordinance.

Section 3. That the Ordinance Administrator, pursuant to said Zoning Ordinance be, and he is hereby authorized to issue Location Improvement Permits and certificates or Occupancy with reference to the construction and improvements upon said described real estate so long as applications therefore comply with the Kosciusko County Zoning Ordinance and upon compliance with all applicable rules and regulations of the State of Indiana and local authorities, as the same may be applicable to the construction of streets, parking facilities, storm sewers, drains, sidewalks and sewer and water facilities.

July 16, 2002
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ARTICLE 2.

Section 1. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted at a regular and duly constituted meeting of the Board of Commissioners of Kosciusko County, Indiana on the 16th day of July 2002.

BOARD OF COMMISSIONERS
KOSCIUSKO COUNTY, INDIANA

ATTEST:
Sue Ann Mitchell, Auditor

RON TRUEX
AVIS B GUNTER

IN THE MATTER OF SIGNING OF APC ORDINANCE REVISION ALLOWING
MANUFACTURING AS AN EXCEPTION USE WITHIN COMMERCIAL ZONED DISTRICT.

At the Commissioner's meeting held July 2nd an amendment to the Area Plan Zoning Ordinance approved to list manufacturing as an exception use within a commercial zoned district. The Ordinance amendment was signed by the Commissioners.

Ordinance 2002-07-02Z

AN ORDINANCE AMENDING, AND TO AMEND THE KOSCIUSKO COUNTY ZONING
ORDINANCE, ORDINANCE NUMBER 75-1.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY, INDIAN
2.0 Commercial District: The commercial district is primarily for retail or service uses.
Commercial
Exception uses: 29. Manufacturing

ARTICLE 2 ADOPTION

The Kosciusko County Commissioners shall adopt these Revisions and Amendments on
the 2nd day of July 2002. These revisions and amendments shall be in full force and effective on the 2nd
day of July 2002 from and after its adoption and publication.

BOARD OF COMMISSIONERS
RONALD TRUEX
AVIS B GUNTER

ATTEST: SUE ANN MITCHELL, AUDITOR

Being no further business to come before the Commissioners, the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County

Avis B Gunter
Avis Gunter, President

Ronald Truex
Ronald Truex, Member

Brad Jackson, Member

Sue Ann Mitchell
Attest: Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

July 30, 2002

The Kosciusko County Commissioners held their regular meeting July 30, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the July 16, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building Claim # 32 was approved for payment as presented.

IN THE MATTER OF RESIGNING OF EARLY RELEASE DOC CONTRACT:

County Sheriff Aaron Rovenstine presented a revised contract to be signed by the Commissioners. When the contract the DOC originally prepared was signed and returned to them, their legal department decided a change needed to be made in the contract. The Commissioners previously had approved the contract allowing the early return of Department of Corrections prisoners to the county in exchange for a fee of \$15. The prisoners will be held in the jail for observation until it is determined they can qualify for the work release program. They will be required to pay the same fees as all other work release prisoners. The Commissioners signed the contract after it was reviewed by County Attorney Mike Miner.

MOTION: BRAD JACKSON	TO: APPROVE SIGNING OF CONTRACT FOR THE
SECOND: RON TRUEX	EARLY RELEASE OF DOC PRISONERS TO THE
AYES: 3 NAYS: 0	COUNTY.

IN THE MATTER OF NEW VOTING MACHINES REPORT:

County Clerk Sharon Christner reported that four system demonstrations were presented on the various voting machines that are available to the county. She stated the Election Board had determined their recommended vendor. She stated the current vendor ES&S was the vendor selected by the Election Board to replace the existing punch card system currently being used. Christner advised the new voting machines have touch screens and are handicap accessible. Florida will be holding a primary on September 10th in Sarasota. Christner stated the Election Board would like her to go to Florida. She would like for Systems Administrator Bob Momeyer to go to observe the technical aspect of the machines and set up. She would be able to observe how the machines operate from the voters actually using the machines to the actual tabulation of the votes. Two other Clerks from Indiana plan to travel to Florida to see the system in action. Christner will return to the Commissioners to request permission to travel out of state and to ask for funding.

IN THE MATTER OF UNITED WAY PLACEMENT OF FUND RAISER DISPLAY ON THE COURTHOUSE LAWN:

Kosciusko County Auditor Sue Ann Mitchell stated a letter was received from the local United Way requesting permission for their thermometer that measures contributions to be placed on the Courthouse Lawn from September 6th to November 15th.

MOTION: RON TRUEX	TO: APPROVE THE PLACEMENT OF THE UNITED WAY FUND
SECOND: BRAD JACKSON	RAISER DISPLAY ON THE COURTHOUSE LAWN FROM
AYES: 3 NAYS: 0	SEPTEMBER 6 TH TO NOVEMBER 15 TH .

IN THE MATTER OF PATHFINDER SERVICES, INC. ENDORSEMENT LETTER:

Kosciusko County Auditor Sue Ann Mitchell received a letter from Pathfinder Services, Inc. requesting a letter of support be submitted to the Indiana Housing Finance Authority with their application for a \$200,000 grant. This program helps people learn how to qualify to buy a home and receive a down payment grant between \$1,000 and \$7,000. The program targets the housing needs of lower income families, especially those with a single wage earner. President Avis B. Gunter read the letter into the record. The letter stated the following:

The Kosciusko County Commissioners are very supportive of continuing Pathfinder Services homeownership counseling and down payment assistance program here in Kosciusko County.

For Kosciusko County to prosper, we need the opportunity for our citizens to become homeowners. We believe that employees establishing permanent roots will provide stability for our employers and that businesses will greatly benefit from the service to Kosciusko County.

MOTION: RON TRUEX TO: APPROVE GUNTER SIGNING THE LETTER OF
SECOND: BRAD JACKSON SUPPORT FOR PATHFINDERS SERVICES.
AYES: 3 NAYS: 0

IN THE MATTER OF JUSTICE BUILDING CHANGE ORDERS 80, 81, 82 AND 85:

Auditor Sue Ann Mitchell presented a request that change orders 80, 81, 82 and 85 be approved by the Commissioners. Included in these changes are additional piping problems that have been discovered in the renovation of the original portion of the Justice Building as well as a necessary change to make the dryers functional in the Sheriff's area. The total cost is \$15,070.

MOTION: BRAD JACKSON TO: APPROVE CHANGE ORDERS 80, 81, 82, 85 AS
SECOND: RON TRUEX PRESENTED.
AYES: 3 NAYS: 0

IN THE MATTER OF APPROVAL OF SHERIFF'S SOFTWARE AGREEMENT WITH ESI, INC.:

Auditor Sue Ann Mitchell presented the following agreement for computer software support for the Sheriff's Department.

AGREEMENT, made this 1st day of June 2002 by and between ESI Computer Solutions, a Division of Electra-Sour, Incorporated, an Ohio corporation having offices located at 5260 Commerce Parkway West, Parma, Ohio 44130 (hereinafter referred to as ESI) and the:

Kosciusko County Sheriff's Department
Located at:

221 West Main Street
Warsaw, IN 46580

WITNESSETH:

WHEREAS, ESI has acquired specific expertise in the provision of application software support services in the field of ESI Software; and

WHEREAS, CUSTOMER has need for certain application software support services as hereinafter identified: and

WHEREAS, ESI is ready, willing and able to undertake the provision of such application software support services on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises as well as the obligations herein made and undertaken, the parties, intending to be legally bound, agree as follows:

Section 1

1.1 Support Service Fee. CUSTOMER shall pay a fee to ESI for error correction and support services, equal to \$1029.80 per annum.

1.2 Taxes. In addition to the fees specified herein, the amount of any sales, use, excise or similar taxes shall be paid by the CUSTOMER or in lieu thereof, the CUSTOMER shall furnish ESI with a tax exemption certificate acceptable to the appropriate taxing authority.

1.3 Late Payments. All payments not received by ESI in accordance with paragraph 1.1 herein above, are subject to a late fee as specified by law.

1.4 Expenses. CUSTOMER shall promptly reimburse ESI for all normal, reasonable and customary expenses incurred by ESI personnel in the course of providing software support services to the CUSTOMER when ESI personnel are requested by CUSTOMER in writing to perform such work at a location other than ESI facilities. CUSTOMER shall be invoiced at a rate of \$110.00 per hour (portal to portal) with a \$220.00 minimum.

Section 2

ERROR-CORRECTION AND SUPPORT SERVICES

2.1 Support Services Undertakings. ESI shall provide error-correction and support services as set forth in this Section 2 directly to the CUSTOMER for the products specified in Exhibit A*, attached hereto.

2.2 Delineation of Support Services. The error-correction and support services shall be provided for the products specified in Exhibit A*, attached when installed in the Microsoft 32 bit Windows operating system environment and shall include the following:

- a. Toll-free Telephone Support (9 hours/5 days – Monday through Friday 8:00 AM 5:00 PM EST Excluding holidays); Email Support, Published Enhancements; Modem Support; Newsletter; User Group Membership.
- b. Error-correction services, which shall consist of ESI using its best efforts to design, code and implement programming changes to the products specified in Exhibit A* to correct reproducible errors therein such that the products specified in Exhibit A* are made to be error free.
- c. All published enhancements and error corrections shall be delivered to the CUSTOMER on appropriate magnetic / optical media with instructions for installation by CUSTOMER.

2.3 Place of Performance. All services provided under this Section 2 shall be provided from an ESI facility via telephone unless requested by CUSTOMER in accordance with paragraph 1.4 herein above.

2.4 CUSTOMER Termination of Support Services. CUSTOMER shall have the right to discontinue the services set forth in this Section 2 hereof upon not less than 30 days prior written notice to ESI. ESI will refund to CUSTOMER an amount equal to the unused portion.

2.5 Exclusions.
a. ESI bears no responsibility to provide services under this Agreement as a result of problems or deficiencies related to components not supplied by ESI, Acts of God, interruptions of power, replacement of computer hardware when the operating system type specified in 2.2 herein has changed or CUSTOMER abuse including, but not limited to, loss of programs and / or data resulting from any of the above causes. Upon written request ESI will supply such services at a time and materials rate not to exceed the standard rate in effect at that time. This agreement does not cover any other software or hardware component not supplied by ESI.

ESI SIGNATURE

AVIS B GUNTER, PRESIDENT

DATE

KOSCIUSKO COUNTY COMMISSIONER

July 30, 2002

* NOTE: There was no Exhibit A attached.

MOTION: BRAD JACKSON TO: APPROVE PENDING APPROVAL OF COUNTY
SECOND: RON TRUEX ATTORNEY MIKE MINER. MINER REQUESTED
AYES: 3 NAYS: 0 ATTACHMENT A BE PROVIDED.

IN THE MATTER OF SOLID WASTE COMPUTER SURPLUS DONATION:

Auditor: Sue Ann Mitchell requested permission for the county to provide the Solid Waste District with two of the surplus computers held by the county. The Solid Waste District needs two computers to replace the two older models they have. The computers requested would be ones the county plans to replace. The County will have no obligation beyond providing the computers. Any service or repairs on the computers will be the responsibility of the District.

MOTION: RON TRUEX TO: APPROVE PROVIDING TWO SURPLUS
SECOND: BRAD JACKSON COMPUTERS TO THE KOSCIUSKO COUNTY
AYES: 3 NAYS: 0 SOLID WASTE DISTRICT AT NO CHARGE.

IN THE MATTER OF REVISED ORDINANCE FOR WORKING IN COUNTY RIGHT OF WAY: *CR 2002 091330*

County Highway Superintendent / Engineer Rob Ladson presented a revised ordinance for working in the county right of way. He said the major change is the lower fines. He has presented the change to County Surveyor Dick Kemper. County Attorney Mike Miner has also reviewed the ordinance. Commissioner Jackson indicated he sent the changes to other contractors for their input and there were no complaints. The ordinance establishes a flat \$40 fee instead of the formula to calculate the fee that was included in the previous ordinance. Ladson stated this was a clean up and clarification of the existing ordinance.

MOTION: BRAD JACKSON TO: APPROVE THE ORDINANCE ESTABLISHING
SECOND: RON TRUEX STANDARDS AND CONDITIONS FOR THE ISSUANCE OF
AYES: 3 NAYS: 0 OF COUNTY HIGHWAY ROAD AND RIGHT-OF-WAY
WORK PERMITS AND THE ESTABLISHING OF SERVICE
CHARGES.

ORDINANCE 02-07-30-01 *R Permits*

AN ORDINANCE ESTABLISHING STANDARDS AND CONDITIONS FOR THE ISSUANCE OF COUNTY HIGHWAY ROAD AND RIGHT-OF-WAY WORK PERMITS AND THE ESTABLISHING OF SERVICE CHARGES THEREFORE

WHEREAS, the Board of Commissioners of the County of Kosciusko has the power to regulate the use of public ways and rights-of-ways; and

WHEREAS, the Board of Commissioners has the authority to establish service charges reasonably related to the cost of services provided; and

WHEREAS, the Board of Commissioners has determined that it is desirable to regulate the “working” on the County Roads and the “working” within the County Road rights-of-way through the establishment of standards and through requiring permits and utilizing county services in the inspection of cuts made once a permit has been granted.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

I. Definitions:

- A. The term “Road” means the driving surface and refers to any type of surface such as asphalt, concrete, or gravel.
- B. The term “Right-of-way” means the land under the driving surface and beyond the edges of the driving surface that the Public has the right to use and the Board of Commissioners has the right to control.
- C. The term “Pavement” means any hard surface treatment on the road such as chip & seal, asphalt or concrete.
- D. The term “County Highway Engineer” means the Kosciusko County Engineer / Superintendent.
- E. The term “work” means any activity such as, but not limited to, excavating, cutting, digging, tearing, boring, installing, filling, drilling, and placing.

II. Permit Charges: Prior to the commencement of any work in the right-of-way, a permit application shall be approved by the Kosciusko County Highway Engineer. A non-refundable \$40.00 fee must be submitted with the permit application.

III. Application Procedures: Unless the County Highway Engineer determines that the permit application is for an entire project, a separate permit is required for each road.

Applicants shall covenant and agree faithfully to perform and discharge duties and responsibilities required in the application. The County Highway Engineer shall have the authority to act upon the application and issue the permit unless some fact of circumstance known to him exists raising a question as to whether or not such permit should be issued, in which event he shall refer the application to the Board of Commissioners.

IV. Utility Work: In all instances where it is necessary to install an underground utility line across a paved road, the applicant shall bore under the existing pavement. If it is determined by the County Highway Engineer that it is not possible to bore under the pavement, the County Highway Engineer is authorized to approve cutting the pavement. Open cutting of the road shall be permissible in the case of gravel roads

- V. Pole Work: In all instances where it is necessary to install or replace utility poles in the right-of-way, no permit is required. The poles must be placed as far away as possible from the edge of the road pavement. The person, firm or corporation that owns the pole is responsible to repair, to the satisfaction of the County Highway Engineer, any and all damages to the road pavement, the right-of-way, drainage swales, tiles, culverts or private property.

- VI. Driveway Work: In all instances where it is necessary to install a new driveway in any county right-of-way, a permit is required.

The permit charge is waived for new drives that are installed in subdivisions with curb & gutters. In such instances, the back of the curb may be removed in accordance with the standard established by the County Highway Engineer. In no instance may the gutter be filled with concrete or asphalt.

No permit is required for improvements made to existing drive. Drive improvements include, but are not necessarily limited to:

- A. Replacement of existing culverts with a new, but same size culvert
- B. Paving of existing drives in accordance with Kosciusko County Road Standards

- VII. Right-of-way Work: In all instances where a property owner desires to perform any work in the right-of-way, a permit is required. Right-of-way work includes, but is not necessarily limited to the following:

- A. Any excavation in the right-of-way.
- B. Any filling, re-grading, and / or contouring of the roadside ditch or a drainage swale.
- C. Any installing of tile in a roadside ditch or drainage swale.
- D. Any installing, repairing, or replacing of private tiles across or through the right-of-way.

- VIII. Surveying Work: In all instances where it is necessary for a Registered Land Surveyor or his appointee, to dig in the pavement and / or right-of-way for the purpose of conducting a survey, no permit is required.

The person, firm or corporation that is conducting the survey is responsible to repair, to the satisfaction of the County Highway Engineer, any and all damages to the road pavement, the right-of-way, drainage swales, tiles, culverts or private property.

Provided that the request is for 10 gallons or less of patch material, the County Highway Engineer is authorized to provide patch material to the person, firm or corporation that is repairing any hole in the pavement as a result of a legal survey. However, under no circumstance, is the County Highway Engineer obligated to provide patch material.

- IX. Emergency Work: Emergency work may be made without a permit anytime human life may be endangered. Subsequent to the emergency work and within one working day, the County Highway Engineer shall be notified. If required by the County Highway Engineer, a proper permit must thereafter be obtained.

- X. Standards of Performance: All installations covered by this ordinance shall be performed in accordance with standard practices currently in use and recognized from time to time, designed and followed to minimize inconvenience and danger to the public at large.

Whenever open cutting of an existing road of is permitted, the applicant shall, upon completing the installation, backfill the trench with material as specified by the County Highway Engineer. All pavement joints must be sawed cut to a nice finished. The road surface shall then be promptly replaced with like materials in a condition that is at least equal to or better than when cut. When any installation is commenced, the work shall be carried on expeditiously and without any unnecessary delay.

It shall be the duty of all holders of permits issued pursuant to this ordinance to erect proper warning signs, barricades and flares, and to provide flag-men or other appropriate warning devices commensurate with the risks involved throughout the progress of the work and all holders of permits shall indemnify and save Kosciusko County harmless from any and all claims and causes of action, if any, which may be asserted or filed against the County by any persons, firms, corporations, if any, who have been injured or damaged or claim to have been injured or damaged, on account of any installations made pursuant to this ordinance or on account of any work done in the making of such installation.

- XI. Bond Requirements: Public Utilities operating under the jurisdiction of the Public Service Commission of Indiana, and recognized as Public Utilities by the laws of the State of Indiana, authorized to do business in Kosciusko County, Indiana, shall not be required to give any bond as a condition precedent to receiving a permit, but the Board of Commissioners may require a performance bond from any other person, firm or corporation, in an amount commensurate with the scope of the proposed work and with surety to be approved by the Board of Commissioners.

- XII. Violations: No person, firm or corporation, shall be entitled to receive a permit pursuant to the terms of this ordinance if such person, firm or corporation has violated any of the terms or provisions of this ordinance subsequent to its effective date until and after such violation has been resolved to the satisfaction of the County Highway Engineer.

Failure by any person, firm or corporation to repair within 30 days of notification of any and all damages to the road pavement, the right-of-way, drainage swales, tiles, culverts or private property may be fined \$100.00 per calendar day with a maximum fine of \$1000.00.

- XIII. Effective Date: This ordinance shall be in full force and effect on passing by the Kosciusko County Board of Commissioners

- XIV. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 30TH day of July, 2002.

BOARD OF COMMISSIONERS, Kosciusko County

Avis Gunter, Member

Bradford Jackson, Member

Ronald Truex, Member

Attest: Sue Ann Mitchell

Kosciusko County Auditor

IN THE MATTER OF QUAIL RUN SUB DIVISION PHASE II:

County Highway Superintendent / Engineer Rob Ladson presented information on Quail Run Sub Division Phase II. A list of items that needed to be completed was sent to the subdivision Home Owner's Association. The items listed have been met with the exception of the new homes that have gone in since that time.

July 30, 2002
Page 8 of 12

There is one owner that has not addressed the side ditch issue. Ladson asked how the Commissioners wanted him to proceed. He asked if the Commissioners wanted to accept the subdivision and handle the one case on an individual basis or reject acceptance of the sub division. Ladson indicated all the homeowners except one have pitched in and done what needed to be done to correct the side ditch issues. This individual filled the side ditch flush with the road which is not letting the water run off except to his neighbor's property. He has been notified by certified mail that he needs to address a grass swail at least 12" from the edge of pavement so the water can get away.

Commissioner Truex stated he felt that when the road was acceptable in total it would be accepted into county maintenance. It was felt the neighbors could encourage the individual to do what was required. Ladson was instructed to send letters to the President of the Quail Run Sub Division Property Owners Association as well as the individual indicating that the sub division would be accepted for county maintenance when the problem is corrected. Commissioner Truex stated he believed it would be better to correct the problem before final acceptance. This would mean that if the correction is not made, county services would not be extended to the area.

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0

TO: REQUIRE LADSON TO SEND LETTERS TO
THE PRESIDENT OF QUAIL RUN SUB DIVISION PROPERTY
OWNERS ASSOCIATION AND THE INDIVIDUAL WHO HAS
FAILED TO MAKE THE NECESSARY CORRECTIONS
INDICATING THE SUBDIVISION WILL NOT BE ACCEPTED
INTO COUNTY MAINTENANCE UNTIL THE NECESSARY
CORRECTION IS MADE.

IN THE MATTER OF PADDLE BROOK POND SUB DIVISION PHASE I STATUS:

County Highway Superintendent / Engineer Rob Ladson indicated the Paddle Brook Pond Sub Division, Phase I was conditionally accepted for county maintenance when he first came to the County Highway as Superintendent. The developer provided a bond to insure the work was completed to the county's satisfaction. The company that issued the bond is now defunct. The County Highway has been maintaining the sub division roads under the conditional approval agreement. The developer is searching to find another bond company. Ladson sent a certified letter to the developer on June 27th and gave him 30 days to respond. The asphalt base is so bad now that it is not easily repaired. Ladson asked for direction from the Commissioners as to how to proceed. He stated there are additional drainage problems but he felt it was important to address the road issues first and then deal with the drainage. There is a Phase II planned for this sub division, but it has not yet been developed. Ladson indicated the roads were accepted but there were still issues to be resolved so the bond was required to cover the remaining requirements should the developer not complete the items that were required. Commissioner Jackson indicated he felt a letter from the contractor who is to do the work listing the date the work is scheduled should be required.

Ladson indicated he felt it was important to have curb and gutter, asphalt base, asphalt and drainage issues completed before approval and that issues like road signs, grading and seeding could be completed after acceptance. Ladson indicated some developers prefer put in the base of the road and then put in the final layer after the homes are all built to make the road look better when completed.

Ladson also asked about the individual property owners that need to reestablish their side ditches. The developer had done what was correct, but the individual property owners filled in the side ditches with 4" tiles and backfill it flush with the edge of the road. Ladson was advised to handle those cases on an individual basis.

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0

TO: CONTACT DEVELOPER TO GET A FIRM SCHEDULE
DATE IN WRITING FROM THE CONTRACTOR WHO
WILL DO THE WORK AND REPORT BACK TO THE
BOARD OF COMMISSIONERS. AND SEND LETTERS
TO PROPERTY OWNERS OF THE SUBDIVISION INDICATING THE COUNTY'S NEXT STEP IS
THE STRONG POSSIBILITY THAT COUNTY MAINTENANCE WILL BE DISCONTINUED IF
THE ROAD ISSUE IS NOT ADDRESSED BY THE DEVELOPER AND THE DRAINAGE ISSUES
ARE NOT ADDRESSED BY THE PROPERTY OWNERS.

IN THE MATTER OF 1350 N REPAVING:

County Superintendent / Engineer Rob Ladson indicated CR 1350 N is scheduled for repaving on August 5th. The repaving work will be from 450W to SR 15.

IN THE MATTER OF REPLACING CULVERT ON OLD ROAD 30 EAST:

County Superintendent / Engineer Rob Ladson advised the culvert on Old Road 30 West in the vicinity of RR Donnellys is scheduled for replacing on August 19th. Ladson indicated the culvert is hydraulically deficient. It needs to be lowered. Ditches need to be cleaned in conjunction with this project. Pipes in Shull Addition will also need to be addressed. Zimmer Road and Phillips Addition will also be affected. Ladson will do public notices in the newspaper as well as work with Donnellys. He will also notify CCAC of the road closing. The contractor has indicated the road will be closed for one week. If the road must be closed longer because of contractor delays, the contractor will be subject to a daily penalty. Ladson reported Donnellys welcome the correction that will alleviate drainage issues for them.

IN THE MATTER OF OLD 30 W AND WALNUT CREEK BRIDGE #94:

County Superintendent / Engineer Rob Ladson indicated the bridge #94 on Old 30 West at Walnut Creek looks ok when you drive over it, but it is on the county priority list for repair. Engineering Resources have been contracted for the work.

IN THE MATTER OF GUARD RAIL PROJECTS:

County Superintendent / Engineer Rob Ladson stated there would be a quote opening on Friday for the 700 S and Packerton Road guard rail. Further North from the Packerton Road and 700 S project there is another project planned to replace a culvert and install guardrail in the area where the road is settling. A third project North of 550 S is also in the works. All projects are accepted based on quotes that are at or below estimates. Ladson indicated he had already budgeted the money for the projects.

IN THE MATTER OF TIPECANOE WATER SHED MEETING:

Bob Knudsen noted a meeting held by the Tippecanoe Water Shed. Lynn Stevens presented a report to the Commissioners indicating 90 people were in attendance. The meeting was titled "Loving Your Lake to Death." Stevens indicated subjects presented included health issues on water quality, septic tank impact on water quality, DNR issues and lake weed problems. She indicated it was really a class in Watershed 101. Stevens was pleased at the attendance and plans to do further educational programs related to water shed issues.

IN THE MATTER OF RONALD O. AND ANDREA W. KOEPKE VACATION IN TURKEY CREEK TOWNSHIP, INDIAN HILL SUB DIVISION: *CR 2002 091305*

Matt Sandz, Area Plan Commission, presented information on the request for vacation of land by Ronald O. and Andrea W. Koepke in Turkey Creek Township, Indian Hill Sub Division. Sandy indicated this was a platted road on the original Indian Hill subdivision. Sandy stated Fire, EMS and Police were contacted. He received a letter of concern from the Syracuse Fire Chief. The Area Plan Commission recommended denying the vacation.

Attorney for the Koepke's, Steve Snyder indicated the Koepke's wanted to construct a new home on the lot, but the lot set backs would be so restrictive they are requesting the variance. The vacation is requested on a 20' strip in the original plat that is listed as a roadway. If the variance is approved, the lot area would be split between the Koepke's and Dean L and Roberta J Pittman. The variance would be subject to the approval of a written agreement with four back property owners that currently use the easement roadway to access the lake. Snyder also stated the vacation would be subject to an agreement with the Syracuse Fire Department concerning the placement of a dry hydrant. Dry hydrants have been installed by property owners and Lake Associations in Turkey Creek. Their presence decreases homeowner insurance.

Sandy indicated a variance could be obtained if building set backs were the issue. Snyder indicated he did not believe the Area Plan Commission would allow a variance that would allow his client to build with a 0' lot set back.

The agreement with the four back property owners also gives them the right to put in a pier which in Snyder's opinion was greater rights than what they had with just the easement. Snyder reviewed what could and could not be done on easements. DNR regulations indicate no one has the right to put a pier on an easement. The Supreme Court says you have to look at the intent of the original plat developer.

Dan Richard, Area Plan Commissioner Director, indicated he objected to this vacation as a private individual. He indicated he felt this should be left open for the future. It could be used for public if it was not vacated. Richard stated he felt Snyder had done a good job of taking care of all the known public, but those unknown people who do not know a vacation is being considered.

In closing, Snyder indicated the Neighbors would have a 20' easement at the road narrowing down to 10' at the lake. The fire department would have a 5' fire easement. The County would have a 20' drainage easement. County Highway Superintendent/ Engineer indicated Mike Miner had not yet approved the easement. Miner indicated the language was acceptable.

MOTION: RON TRUEX	TO: APPROVE VACATION AS PRESENTED SUBJECT TO
SECOND: AVIS B GUNTER	EASEMENT GRANT TO BACK PROPERTY OWNERS
AYE: 2 NAY: 0	AND PROVISIONS FOR DRY HYDRANT FOR FIRE
ABSTAIN 1 BRAD JACKSON	DEPARTMENT.

ORDINANCE NUMBER 02-07-30-01Z

An ordinance vacating a public way being a part of the plat of Indian Hill on Syracuse Lake, Kosciusko County, Indiana.

BE IT ORDAINED by the Board of Commissioners of Kosciusko County, State of Indiana;

Section 1.

WHEREAS, Ronald O. Koepke and Andrea W. Koepke have filed their petition for vacation of a portion of a public way with the Board of Commissioners of Kosciusko County, Indiana and

WHEREAS, a hearing on said Petition was set for July 30, 2002 at 10 AM and notice of said hearing was published in the Warsaw-times Union and mailed to adjacent owners by certified mail as required by law; and

WHEREAS, the time of said hearing has arrived and a hearing is conducted thereon; and

WHEREAS, Dean L. Pittman, Roberta J. Pittman and Richard E. Geyer and Wendy J. Geyer are the owners of real estate adjacent to the public way to be vacated, which is described as follows, to wit;

A certain parcel of real estate located in Kosciusko County, Indiana, beginning at the northwest corner of Lot 19 in Indian Hill, thence southerly on and along the west line of said Lot 19 to the water's edge of Syracuse Lake, thence northwesterly on and along the shoreline of Syracuse Lake to the southwest corner of Lot 21 in Indian Hill, thence northerly, on and along the east line of said Lot 21 to the northeast corner of Lot 21, thence easterly along the right of way of Northshore Drive to the point of beginning.

AND WHEREAS, that portion of the public way sought to be vacated does not serve as an access route to any real estate, and

WHEREAS, the Board of Commissioners of Kosciusko County, Indiana, has jurisdiction to vacate the public way described in said Petition.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Kosciusko County, Indiana that the portion of the public way herein described is now vacated and title to said vacated public way shall vest one half in the Petitioners, Ronald O. and Andrea W. Koepke and one half in Dean L and Robert J. Pitman, subject to granting an easement to Turkey creek Township for installation of a dry hydrant, an easement to Ernest Heiman, Cathleen Susan Brock, Richard E. Geyer, Wendy J. Geyer and Dean L. Pittman and Roberta J. Pittman for lake access and pier rights and an easement to Kosciusko County, Indiana for drainage.

Section 2

That this Ordinance shall be in full force and effect from and after its passage and the recording of the easement described above.

ORDAINED AND PASSED THIS 30TH DAY OF JULY, 2002.

**BOARD OF COMMISSIONERS
KOSCIUSKO COUNTY
STATE OF INDIANA**

ATTEST:
SUE ANN MITCHELL
KOSCIUSKO COUNTY AUDITOR

AVIS B. GUNTER
RONALD TRUEX

July 30, 2002
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IN THE MATTER OF AREA PLAN ORDINANCE AMENDMENT FOR LOT SIZE:

Bob Weaver, Health Department, will be at the next Commissioner's meeting to share Dr. Remington's thoughts on the increase in minimum size of a lot for building from 15,000 to 20,000 SF.


Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


ATTEST;

Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS

August 13, 2002

The Kosciusko County Commissioners held their regular meeting August 13, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the July 30th, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building Claim # 33 was approved for payment as presented.

IN THE MATTER OF ELECTION BOARD VOTING SYSTEM RECOMMENDATIONS:

Clerk Sharon Christner informed the Commissioners that the Election Board has selected ES&S as their choice for voting machines for the county. Christner attended an ES&S User Group Meeting recently and learned that over votes must be identified prior to the ballot being cast. She noted with the current system there is no way to determine prior to the ballot being cast if there is an over vote. Christner stated the ES&S voter system with touch screen capabilities can determine over-votes and would reject the ballot before it was cast. The system allows changes in votes before votes are cast. Funding from the State of Indiana was budgeted but it has been used for other purposes by the State. A bill is being considered by the Federal Government to fund election reform. Christner was hopeful the system could be purchased for the city election to be held next year. Legislation decertified the punch card ballot for the presidential election to be held in 2004. The estimate for the ES&S System is based on a one for one replacement for the existing vote-o-matic machines currently being used. Christner is gathering information on a five-year lease as well as purchasing only those needed for the City elections next year and the balance that will be needed in the following year. Last year with review that had been done by the Election Board they felt the Opti-Scan machines would be their choice. With further review, the Opti-Scan system would not meet ADA requirements that are necessary by 2007. With the Opti-Scan system, you would have to have one ES&S System at every precinct to accommodate the ADA requirements. Christner stated the total expected to be set aside by the Federal government is \$40 million. Commissioner Truex stated the government was telling the county what we "want" but they haven't told us how much they are going to help fund. Christner indicated voting with the Opti-Scan system required coloring in a circle to vote for individuals. Commissioner Jackson asked if it was a law that we "had to change now". There are four systems currently certified by the state. They have gone through state contract acceptance with the State of Indiana so the bid process will not be required.

IN THE MATTER OF SHERIFF ACCEPTING ELKHART COUNTY PRISONERS:

Kosciusko County Sheriff Aaron Rovenstine stated he had agreed to help Elkhart County because of their jail overcrowding. Sheriff Snider from Elkhart County is about 150 prisoners over what his jail can hold. Elkhart County prisoners will be transported to LaGrange, Noble, and Kosciusko Counties. Kosciusko County will be taking approximately 20 prisoners. The County will be reimbursed at the same rate paid for state prisoners, \$35 per day. Additional agreements with Elkhart County are being completed. Rovenstine stated the jail had been averaging about 130 through the week and 150 on the weekends. The county will be receiving those Elkhart County prisoners who failed to complete their work release assignments. They will be housed here until their sentences are fulfilled.

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July 30, 2002

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IN THE MATTER OF SOUTH SHORE GREEN SUB DIVISION:

County Highway Superintendent / Engineer Rob Ladson indicated South Shore Green is close to being accepted into the county maintenance system. Ladson has talked with the developer and has indicated he needs to secure rights from the down stream property owners. Ladson provided the Commissioners with a copy of his correspondence to the developer.

IN THE MATTER OF SOUTH BROOK SUB DIVISION:

County Highway Superintendent / Engineer Rob Ladson indicated two culverts in the Subdivision are being replaced with a box structure. Currently there is a decorative stone guardrail. The property owners would like to see the existing stone guardrail replaced with another stone guardrail instead of a metal guardrail. The Property Owners have found a person that can do the work. Ladson asked for guidance on how to proceed. Ladson indicated this would be the last step required in finishing the project.

Ladson indicated this is being replaced early because one of the culverts has developed holes. He indicated the two pipes are currently undersized which will require larger pipe to be installed. Because re-paving in the subdivision would be required following the replacement of one culvert, it made more sense to do both and only have to repave once. Ladson indicated the stone work is cracking now. He has obtained only one quote for the decorative guardrail at this point.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
TO: APPROVE REGULAR COST FOR GUARDRAIL WITH
PROPERTY OWNERS OF THE SUBDIVISION TO PAY
THE DIFFERENCE BETWEEN THE COUNTIES

IN THE MATTER OF SEAT BELT ENFORCEMENT GRANT APPROVAL:

County Auditor Sue Ann Mitchell presented a Seat Belt Enforcement Grant for the Commissioner's approval. The state provides grant money for extra Sheriff's Department patrol to enforce the wearing of seat belts.

MOTION: RON TRUEX TO: APPROVE SEAT BELT ENFORCEMENT GRANT
SECOND: AVIS B GUNTER
AYE: 2 NAY: 1 BRAD JACKSON

IN THE MATTER OF SIGNING OF GRANT FOR LAW ENFORCEMENT FOREFEITURES
AGREEMENT WITH THE STATE OF INDIANA:

County Auditor Sue Ann Mitchell presented the Law Enforcement Forfeitures agreement with the State of Indiana for the Commissioner's approval. This is an ongoing agreement with the State.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYE: 3 NAY: 0
TO: APPROVE LAW ENFORCEMENT FORFEITURES
AGREEMENT AS PRESENTED.

IN THE MATTER OF MANATRON GAVEL CONTACT SIGNING:

County Administrator Ron Robinson presented the Manatron Gavel Contract. This is to increase the number of Gavel users in the county by ten. County Attorney Mike Miner has reviewed the contract and approved of its contents and form.

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WHEREAS, the Kosciusko County Commissioners have determined, after hearing, that the vacation requested herein should be granted, that the public way for which vacation sought will not hinder the growth or development of the neighborhood in which it is located or to which it is contiguous, nor will it result in the creation of any difficulty or inconvenience to the access of any lands by means of a public way, will not hinder the publics access to a church, school, or other public building place, will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous, and does not appear to be any public utilities within the public way for which the vacation is sought.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA, AS FOLLOWS;

Section 1 : That the following public way site in Kosciusko County, State of Indiana and more particularly described as follows, to-wit:

That certain real estate labeled as "Rod Drive", and being fifty (50) foot in width east to west and one hundred and seventy-five (175) in length north to south, bounded on the east by lot 4 of Tamarack Hills and to the west by lot 3 of Tamarack Hills, and to the south by CR 400 E and to the north by 48.02 acres uncultivated field, all as shown on the plat of Tamarack Hills, as recorded in Plat Book 6, Page 70 in the Office of the Recorder of Kosciusko County, Indiana.

IS NOW HEREBY VACATED

Section 2: This Ordinance shall be in full fore and effect upon its adoption.

Upon unanimous vote of all Commissioners present, the same being more than three-fourths (3/4) of the duly elected Commissioners of Kosciusko County, Indiana, this Ordinance was considered for final passage upon its first presentation.)

Upon Motion Duly made, seconded and passed by a vote of 3 ayes and 0 nays, the foregoing Ordinance as adopted by the Kosciusko County Commissioners at its regular meeting this 13th day of August, 2002.

BOARD OF COMMISSIONERS,
Kosciusko County

ATTEST:
Sue Ann Mitchell
Kosciusko County Auditor

Avis Gunter, President
Ronald Truex, Member
Brad Jackson, Member

IN THE MATTER OF ORDINANCE AMENDMENT FOR LOT SIZES:

Area Plan Commission representative Matt Sandy reviewed the current amendment being considered. He stated the Health Department favored 20,000 SF for residential and agricultural lots. The Area Plan Commission Board agreed with the recommendation of the Health Department and included it in their proposed amendment. County Health Department representative Bob Weaver spoke concerning the two reasons the Health Department felt the increase in square foot for residential and agricultural lots was needed.

Sandy indicated it was always better to have more land with people building larger homes and the need for additional septic space. Commissioner Jackson did not agree with that concept. He indicated that having more land is not always necessary. He stated he thought it could prohibit some people who would purchase a home from being able to do so. He noted it would reduce the number of homes a developer could provide in a given area that would probably drive the price of lots up. Sandy explained that when the first construction of the home takes up all the area of the lot, there is no additional space to locate decks, additional rooms, etc that are many times requested.

Bob Weaver, Health Department, indicated the Health Board supported 20,000 square feet for two reasons as follows:

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1. Existing homes repair of septic system after decks, pools, sheds and additions have been added. This makes repair difficult because many time the septic can no longer be accessed. When homes are constructed and then added onto, many times the septic is not adequate to support the additional people added to the home.
2. New homes are using alternative septic installation technology. These systems are considered experimental but are accepted by the state. The state requires a set aside area so that if the system fails, a conventional system can be installed.

County Attorney Mike Miner asked if looking down the road, if it was likely that septic and improved systems would reduce the necessity for increased square feet. Weaver indicated that was one reason the Board did not go a great deal larger. He indicated the sewer expansion could take a while.

Weaver related a story about a repair at Timer Ridge Sub Division. Property owners had a pool and shed. The 4-bedroom home is currently occupied by only two people. A 750-foot leach bed was all that would fit on the lot. When the home sells to a larger family, they will experience problems and it will have to be addressed again.

The Commissioners inquired about the necessary lot size for smaller homes. Commissioner Truex asked if a 1,500 to 1800 square foot home would require less than a larger square foot home. Weaver indicated there is no perfect lot size. He agreed that in some cases, 20,000 would be too large, but in some cases, it would be too small. He stated that on an average it takes 3000 square feet to properly install a septic system.

County Surveyor Dick Kemper indicated there may be a need to classify sub divisions as Residential I and Residential II and control the lot size by % of home footprint to the lot. Kemper stated the residential covenants could state the square foot of the homes to be built in the subdivision.

Commissioner Jackson felt that would cause many more appeals to the Area Plan Board because people would still want to build more than what was originally allowed.

Commissioner Truex asked if it did not make sense that if the required area for a septic is on the average 3,000 square feet, that it be stipulated that 3,000 square feet be required to accommodate any septic problems. He questioned having the footprint of the house to drive the size of the lot required. Truex asked how difficult it would be to base approval on the square foot of the home. Sandy indicated this would possibly slow the permit application process.

The Commissioners discussed under 1500 square feet home requiring a 15,000 square foot lot and over 1500 square feet home requiring an 18,000 square foot lot. Commissioner Jackson felt there should not be several different categories. The discussion included the possibility of additional requests for variances. Sandy indicated he would like to talk with the Area Plan Commission further. Weaver indicated the State Department of Health is considering changing the basis for septic from the number of bedrooms to the square foot of the home.

Commissioner Gunter suggested the Area Plan Commission revisit the issue and address only residential and agricultural lot sizes at this time. They suggested two divisions be suggested. The Commissioners stated they felt Agricultural and Residential home sites should be equal. Commissioner Truex asked about implementation of any changes. Sandy indicated that individual lots would be effective on the date the ordinance was signed. Plats that are in progress would be allowed time to get onto the county list indicating they were in process. Commissioner Truex indicated that whenever the ordinance is amended, there would be adequate time allowed for those developers who are in the process of platting new subdivisions.

IN THE MATTER OF SIGNS AT ROAD INTERSECTIONS:

Mr. Willard Hepler appeared before the Commissioners to share information concerning a letter he received from the Area Plan Commission about signs at road intersections. Hepler is the owner of a property at State Road 19 and CR 1100N. His letter indicated he would be fined if the signs were not removed. Hepler did not put up the signs himself, but was asked by a neighbor selling vegetables if they could put up the sign. He advised them he did not care if they put up the signs. He did not believe the

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sign interfered with anything. The letter from the Area Plan Commission stated the sign had to be at least 250 feet from the public road. The items listed on the sign were related to agriculture. Hepler inquired if garden is agriculture. Commissioner Truex indicated agricultural classification of land and the placement of related signs were two different issues.

Area Plan Commission representative Matt Sandy indicated the ordinances address on premise and off premise signs. These signs would be covered as an off premise sign. Off premise signs must be displayed in commercial or industrial zones and must meet intersection set backs. Any property owner can put up a 2 SF sign on their property. Sandy indicated there are some non-conforming signs that have been allowed to remain because of being grandfathered. Sandy further indicated temporary signs can be left on private property for fifteen days and must meet 5' set backs no more than two times per year. Sandy indicated there are certain highways where signs are regulated by the State and some that are regulated by the County. State Road 19 and State Road 13 are not regulated by the State. State Road 15 and State Road 30 are regulated by the State.

Mr. Hepler was advised by the County Attorney not to allow the individual to put up the sign again and everything will be fine. There has been no fine levied at this time because it is only the first notice. He stated the signs were removed July 26, 2002. Mr. Hepler inquired if his property was zoned agricultural to the middle of the road. He was advised by Sandy that the zoning does go to the center of the road. Commissioner Gunter added that his assessment is to the middle of the road with the roadway assessment being removed.

IN THE MATTER OF THE PLACEMENT OF CROSSES ON ROAD RIGHT OF WAY:

Helen Hoy, Kosciusko County resident, expressed concern about the crosses and flowers that are placed all over the county where accidents have taken the lives of people. She stated we have cemeteries for that purpose. She stated she has talked with the APC concerning the distractions that are cause with the placement.

IN THE MATTER OF SPEED LIMIT CHANGE REQUEST:

A property owner inquired about the process to request a speed limit be reduced. He stated he lived at 5219 Armstrong Road. He was advised to talk with Rob Ladson, County Highway Engineer. He was advised that Ladson recommends and presents the request to the Commissioners for their approval.

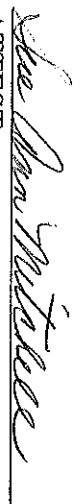
Being no further business the meeting was adjourned.

BOARD OF COMMISSIONERS,
Kosciusko County


David Gunter, President


Ronald Truex, Member


Brad Jackson, Member


Sue Ann Mitchell
Kosciusko County Auditor

ATTEST;

KOSCIUSKO COUNTY COMMISSIONERS

August 27, 2002

The Kosciusko County Commissioners held their regular meeting August 27, 2002 at 9 AM in the Courtroom of the Courthouse, 100 W. Center St., Warsaw IN. Those present were:

AVIS GUNTER	SUE ANN MITCHELL, AUDITOR
RONALD TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

The meeting was opened with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the August 13th, 2002 meeting were approved as presented. Claims were signed and approved for payment as presented. Justice Building Claim # 33 was approved for payment as presented.

IN THE MATTER OF 9-11 RESOLUTION: *CE 2002091318*

Commissioner Brad Jackson presented a resolution for adoption by the Commissioners in recognition of the anniversary of the attacks on the United States on 9-11-01. President Avis B. Gunter read the Resolution into the minutes as follows:

KOSCIUSKO COUNTY RESOLUTION 02-08-27 (9-11)

WHEREAS, on September 11, 2001, America was suddenly and brutally attacked by foreign terrorists, and;

WHEREAS, these terrorists hijacked and destroyed four civilian aircraft, crashing two of them into the towers of the World Trade Center in New York City, a third into the Pentagon outside Washington, DC, and the fourth into a field in Somerset County, Pennsylvania, and;

WHEREAS, thousands of innocent Americans were killed and injured as a result of the attacks, including the passengers and crew of the four aircraft, workers in the World Trade Center and in the Pentagon, rescue workers, and bystanders, and;

WHEREAS, these cowardly acts were by far the deadliest terrorist attacks ever launched against the United States, and, by targeting symbols of American strength and success, clearly were intended to intimidate our nation and weaken its resolve, and;

WHEREAS, these horrific events have affected all Americans. It is important that we carry on with the regular activities of our lives. Terrorism cannot be allowed to break the spirit of the American people, and the best was to show these cowards that they have truly failed is for the people of the United States and their counties to stand tall and proud;

THEREFORE BE IT RESOLVED, that the governing board of Kosciusko County, condemns the cowardly and deadly actions of these terrorists, and;

BE IT FURTHER RESOLVED, that the governing board of Kosciusko County supports the President of the United States, as he works with his national security team to defend against additional attacks, and find the perpetrators to bring them to justice, and;

BE IT STILL FURTHER RESOLVED, that the governing board of Kosciusko County recommends to its citizens to support relief efforts by giving blood at the nearest available blood donation center.

DATED THIS 27th DAY OF AUGUST, 2002

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MOTION: RON TRUEX TO: APPROVE RESOLUTION REGARDING 9-11-01 AS
SECOND: BRAD JACKSON PRESENTED.
AYES: 3 NAYS: 0

IN THE MATTER OF IMPROVED HAND HELD RADIO COMMUNICATIONS FOR JUSTICE BUILDING:

Sheriff Aaron Rovenstine presented the Commissioners with information concerning the performance of current radio equipment and its ineffectiveness in the new Justice Building. Rovenstine advised Emergency Radio was contacted and have presented a proposal to insure radio communication between Courthouse Security and the Jail area. Because of the construction of the new cells.

**IN THE MATTER OF TURKEY CREEK REGIONAL SEWER DISTRICT SUB-RECIPIENT
SEMI-ANNUAL REPORT:**

The Commissioners received the Indiana Department of Commerce Community Development Block Grant program, Sub-recipient Semi-Annual Report for their signature. The form stated the project facilities funded in whole or in part by Federal Community Development Block Grant Funds, continues to be used for the approved activity, continue to meet the specified national objective, and continue to serve the number of beneficiaries originally intended in the project application.

TO: APPROVE GRANT SUB-RECIPIENT SEMI
ANNUAL REPORT

IN THE MATTER OF MANATRON (GAVEL) CONTRACT SIGNING:

Auditor Sue Ann Mitchell presented the Manatron Contract for the Commissioner's signature. The contract was approved at the last Commissioner's meeting, but only the faxed copy was signed by the Commissioners.

IN THE MATTER OF PAYMENT OF DELINQUENT SPRINT TELEPHONE BILL:

Auditor Sue Ann Mitchell presented information to the Commissioners concerning the delinquent status of the Sprint telephone bill. This bill has been delinquent since at least 1995. Mitchell noted that when a service request was placed with Sprint, the County was advised the service could not be done until the bill is brought current. Sprint reversed that decision but Mitchell stated she would like to get the bill cleaned up. She believes previous Auditor's policies of never paying anything but the current bill has caused the delinquency to accumulate. If a bill was not paid one month and appeared as "past due" it was not paid. The State Board of Account rules indicate that late fees can not be paid with county funds. Mitchell requested the Commissioner's permission to clear up this bill and then keep it paid current so no further delinquencies accrue.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
YES: 3 NAYS: 0
TO: APPROVE GRANT APPLICATION.

IN THE MATTER OF REQUEST FROM LOCAL REALTOR FOR AN ELECTRONIC LISTING OF PROPERTY OWNERS ON CHAPMAN LAKE FOR THE PURPOSE OF INFORMING THEM A WEB SITE FOR CHAPMAN LAKE WAS CREATED FOR THEM:

Kosciusko County Auditor Sue Ann Mitchell presented a request from Carolyn Leiter. Leiter asked for an electronic file of the Chapman Lake Property Owners so she could send a letter to them informing them a web site had been created for Chapman Lake. She indicated the site would use a soft sell approach including a link to her sales page. The Commissioners determined this request appeared to be solicitation that the county ordinance relating to electronic file requests does not allow. Mitchell was instructed to advise Leiter that the request would not be supplied. The Commissioners stated they do not believe the taxpayers of Kosciusko County would want their mailing information used in this manner.

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IN THE MATTER OF DEATH OF GRANT COUNTY COMMISSIONER:

President Avis B. Gunter announced that a Commissioner in Grant County passed away. The Commissioners signed a sympathy card.

IN THE MATTER OF JUSTICE BUILDING CHANGES APPROVAL:

Auditor Sue Ann Mitchell requested approval of changes to be made to the Justice Building. Proposal Request #86 is for paint in the jail instead of vinyl wall covering and results in a credit of \$1,429. Proposal Request # 87 is for changes in room configuration in the jail. Wall could not be removed because of support of joists. This results in a credit of \$ 7,739. Proposal Request # 88 is to install a handicap shower in the jail at a cost of \$ 1,369, Proposal Request # 89 provides for water installation to the roof so exterior units can be washed at a cost of \$ 676. Proposal Request 90 makes changes in room configurations on the first and second floors. Commissioner Truex pointed out that these were not actually change orders. These are not items that were overlooked in the original plans; they are additional upgrades or changes to improve the structure and its use.

MOTION: BRAD JACKSON TO: APPROVE CHANGES AS PRESENTED.
SECOND: RON TRUEX
AYES: 3 NAYS: 0

IN THE MATTER OF VALLEY SPRINGS FELLOWSHIP REZONING REQUEST:

CR 2002 091313

Dan Richard, Area Plan Director, presented information concerning the request of Valley Springs Fellowship to rezone 9.76 acres in Plain Township on State Road 15 from Agricultural to Commercial. The Area Plan Commission unanimously recommended the rezoning. Mark Sheer representing Joel Webrink in the request. Webrink has a conditional contract to purchase from the church pending the rezoning. Webrink owns a landscaping business in Kosciusko County at this time. No one spoke in opposition. Richard indicated he had received no negative responses.

ORDINANCE NO 02-08-30Z1

AN ORDINANCE AMENDING, AND TO AMEND THE ZONING ORDINANCE OF KOSCIUSKO COUNTY, INDIANA
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY,
INDIANA.

ARTICLE 1.

Section 1. That the Kosciusko County Zoning Ordinance heretofore passed and adopted by the Board of Commissioners of Kosciusko County, Indiana be and the same is hereby amended in the particulars hereinafter set forth.

Section 2. That certain tract of land situate in Kosciusko County, Indiana, now lying without the corporate limits of any City or Town and under the jurisdiction of the Kosciusko County Area Plan Commission, as a part of the Comprehensive Plan for Kosciusko County, Indian, to-wit:

Part of the West half of the Northeast Quarter of Section 20, Township 33 North, Range 6 East, Kosciusko County, Indiana, more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Northeast Quarter; thence North 87 degrees 52 minutes East, on and along the North line of said Northeast Quarter, a distance of 63.4 feet to the point of intersection with the Easterly right-of-way line of Indiana State Road Number 15, said point of intersection being the true point of beginning; thence South 00 degrees 56 minutes East (Indiana State Highway bearing and is used as the basis of bearings for this description), on and along said Easterly right-of-way line and parallel to the West line of said Northeast Quarter, a distance of 332.7 feet; thence North 87 degrees 52 minutes East and parallel to the North line of said Northeast Quarter; a distance of 1282.0 feet to a point on the East line of the said West half; thence North 01 degrees 04 minutes 30 seconds West, on and along said East line, a distance of 332.8 feet to the Northeast corner of said West half; thence South 87 degrees 52 minutes West, on and along the North line of said Northeast Quarter, a distance of 1281.2 feet to the true point of beginning.

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Subject to all covenants, easements or restrictions of record, and all applicable building and zoning laws and ordinances and possible rights of tile and drainage ditches.

be, and the same is hereby, removed from classification as a commercial district and subject real estate shall be reclassified and rezoned as a Residential District within the limitations, definitions and description of the Kosciusko County Zoning Ordinance.

Section 3. That the Ordinance Administrator, pursuant to said Zoning Ordinance be, and he is hereby authorized to issue Location Improvement Permits and Certificates with Occupancy with reference to the construction and improvements upon said described real estate so long as applications therefore comply with the Kosciusko County Zoning Ordinance and upon compliance with all applicable rules and regulations of the State of Indiana and local authorities, as the same may be applicable to the construction of streets, parking facilities, storm sewers, drains, sidewalks and sewer and water facilities

ARTICLE 2.

Section 1. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted at a regular and duly constituted meeting of the Board of Commissioners of Kosciusko County, Indiana, on the 27th day of August 2002.

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0

TO: APPROVE REZONING OF 9.76 ACRES IN PLAIN
TOWNSHIP FROM AGRICULTURAL TO
COMMERCIAL.

IN THE MATTER OF WANDA WOODWARD REZONING REQUEST:

CR 2002091134

Dan Richard, Area Plan Director, presented a request by Wanda Woodward for the rezoning of Woodward Village, Outlot 2 from Commercial to Residential. This is a residential subdivision in Wayne Township that had a few lots set aside as Commercial. It was intended to be a Commercial area to provide services to adjacent areas that have not yet been platted. The Area Plan Commission unanimously approved the rezoning from Commercial to Residential. There was no one present to speak against the rezoning.

ORDINANCE NO 02-08-27Z1

AN ORDINANCE AMENDING, AND TO AMEND THE ZONING ORDINANCE OF KOSCIUSKO COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY,
INDIANA:
ARTICLE 1.

Section 1. That the Kosciusko County Zoning Ordinance heretofore passed and adopted by the Board of Commissioners of Kosciusko County, Indiana be and the same is hereby amended in the particulars hereinafter set forth.

Section 2. That certain tract of land situate in Kosciusko County, Indiana, now lying without the corporate limits of any City or Town and under the jurisdiction of the Kosciusko County Area Plan Commission, as a part of the Comprehensive Plan for Kosciusko County, Indian, to-wit:

OUTLOT 2 WOODWARD VILLAGE
be, and the same is hereby, removed from classification as a Commercial District and subject real estate shall be reclassified and rezoned as a Residential District within the limitations, definitions and description of the Kosciusko County Zoning Ordinance.

Section 3. That the Ordinance Administrator, pursuant to said Zoning Ordinance be, and he is hereby authorized to issue Location Improvement Permits and Certificates with Occupancy with reference to the construction and improvements upon said described real estate so long as applications therefore comply with the Kosciusko County Zoning Ordinance and upon compliance with all applicable rules and regulations of the State of Indiana and local authorities, as the same may be applicable to the construction of streets, parking facilities, storm sewers, drains, sidewalks and sewer and water facilities.

ARTICLE 2.

Section 1. This ordinance shall be in full force and effect from and after its passage. Passed and adopted at a regular and duly constituted meeting of the Board of Commissioners of Kosciusko County, Indiana, on the 27th day of August 2002.

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0

TO: APPROVE REZONING OF OUTLOT 2 IN
WAYNE TOWNSHIP WOODWARD VILLAGE
FROM COMMERCIAL TO RESIDENTIAL.

IN THE MATTER OF SIGNING OF DRAINAGE EASEMENT FOR KOEPKE VACATION
PREVIOUSLY APPROVED:

The Commissioners were presented a Drainage Easement related to the vacation allowed at a previous meeting. County Attorney Mike Miner approved the content of the document.

DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT hereinafter referred to as "Easement" made this 27th day of August, 2002, between

RONALD O. KOEPKE and **ANDREA W. KOEPKE**, husband and wife and each over the age of eighteen (18) of Kosciusko County, Indiana and **DEAN L. PITTMAN** and **ROBERTA J. PITTMAN** husband and wife and each over the age of eighteen (18) of Kosciusko County, Indiana ("Grantor") to **KOSCIUSKO COUNTY, INDIANA** ("Grantee").

**SECTION 1
RECITALS**

1.1 The following recitals are a material part of this Easement.

1.2 Grantors are the owner of the following described real estate located in Kosciusko County, Indiana, and more particularly described as follows:

The vacated public way between Lots 19 and 21, Indian Hills Sub-division.

1.3 Grantors desire to convey to Grantee a drainage easement for the purpose of installation, maintenance and use of facilities to remove surface water from North Shore Drive and deliver it to Syracuse Lake over real estate located in Kosciusko County, Indiana, and more particularly described as follows:

The vacated public way between Lots 19 and 21, Indian Hills Sub-division. (Easement Tract)
1.4 The parties desire to reduce to writing the terms of the easement.

**SECTION 2
CONSIDERATION**

2.1 The consideration for the grant of this easement if One Dollar (\$1.00) and other valuable consideration.

**SECTION 3
GRANT**

3.1 Grantors convey to Grantee an easement in the Easement Tract for the purpose of installation, maintenance and use of a drainage way to be utilized by Grantee or Grantee's designees for the purpose of discharging surface water from North Shore Drive to Syracuse Lake.

3.2 Grantee shall be allowed access to the Easement Tract and such portion of Grantors' real estate as is necessary to install or maintain the drainage way without interfering with the peaceful enjoyment of the subject real estate by the Grantors. Subsequent to installation or performance of maintenance work, Grantee shall restore Grantors' property and the Easement Tract to its condition immediately prior to such installation or maintenance.

3.3 Grantors may maintain lawn or landscaping on the Easement Tract but shall place no permanent structures on the Easement Tract which would interfere with the intended use of the easement.

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WHEREAS, the Kosciusko County Commissioners have determined, after hearing, that the vacation requested herein should be granted, that the public way for which vacation is sought is not located within any corporate boundaries, and that the vacation sought will not hinder the growth or development of the neighborhood in which it is located nor to which it is contiguous, nor will it result in the creation of any difficulty or inconvenience to the access of any lands by means of a public way, will not hinder the public's access to a church, school, or other public building place, will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous, and there does not appear to be any public utilities located within the public way for which the vacation is sought.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA, AS FOLLOWS:

Section 1: That the following public way site in Kosciusko County, State of Indiana, and more particularly described as follows, to wit:

That certain real estate labeled as "Center Street", and being approximately sixty six feet (66') in width north and south, and sixty six feet (66') in width east and west, bounded on the north by Lot Number 8 in Block 5 of the Original Plat of the Town of Wooster, and bounded on the south by Lot Number 1 in Block 8 of the Original Plat of the Town of Wooster, as recorded in Plat Book 3, Page 326, in the Original Plat Book Page 30, and in the Old Plat Book 1 at page 30 in the office of the Recorder of Kosciusko County, Indiana,

And which public way is also identified as an unimproved tract of land lying between the real estate commonly known as 5268 E Van Ness Rd., Pierceton, Indiana and 5278 E Van Ness Rd., Pierceton, Indiana,

And which public way lies between those lots identified by Key Number 009-079-017 and Key Number 009-079-011

IS NOW HEREBY VACATED

Section 2: This ordinance shall be in full force and effect upon its adoption.

Upon unanimous vote of all commissioners present, the same being more than three-fourths (3/4) of the duly-elected Commissioners of Kosciusko County, Indiana, this Ordinance was considered for final passage upon its first presentation.

Upon motion duly made and seconded and passed by a vote of 3 ayes and 0 nays, the foregoing Ordinance was adopted by the Kosciusko County Commissioners at its regular meeting this 27th day of August, 2002.

IN THE MATTER OF TURKEY CREEK TOWNSHIP VACATION REQUEST FOR THE ELI LILLY ROAD:

Matt Sandy, Area Plan Assistant Director, presented the preliminary information concerning the request for vacation by Virginia Lilly Nicholas. Nicholas is willing to pay the expenses involved in relocating Eli Lilly Road. Sandy indicated there were some items that would need to be addressed if the vacation was approved. Property Addresses could change. There could be lot set back issues related to the new road location. He also stated road frontage would have to be addressed to avoid land locked parcels. Nicholas assured the Area Plan Commission these concerns would be addressed. Sandy stated negative comments were received from the Turkey Creek Sewer District. Wawasee School Corporation had no objections but felt it could cause some students to be required to walk further to the bus stop. Sandy indicated he received comments of concern from the Syracuse Fire Chief with regards to fire response times depending on the driveway set up. The Fire Chief requested that if a fire plan was developed, he would like to review the plan. He stated the County Highway had no objections. The Area Plan Commission recommended the vacation with the conditions outlined by Sandy.

Mike Miner, County Attorney, opened the hearing allowing ten minutes for the petitioner's representative and ten minutes for the remonstrator's representative. Miner requested other limit their comments to three minutes. Miner advised the group there would be no decision made at the hearing. October 8th was set as the date for the final hearing. Extending the date for a decision will allow additional time for the Commissioners to receive additional comments. Miner made it clear that the October 8th meeting was not intended to be a rehash of testimony, but that those not speaking today would be allowed to speak.

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Attorney Steve Snyder addressed the Commissioners on behalf of the petitioner, Virginia Lilly Nicholas. Snyder indicated the hearing was preceded by over two years of plans to relocate Eli Lilly road. Because of significant objection, the plans have evolved into the plan being presented today. The roadway change will begin at the Tobias property and extend to Bishop Road. The plan would relocate the road north of the existing road.

Snyder cited that numerous people in the area were contacted for their position on the project. Snyder presented cards that were returned. He indicated there were equal negative and positive comments. The first reaction to the proposal was emotional. The plan being presented today affects only four owners including the Tobias, Spinks, Lilly and Miller family.

The portion to be vacated is a portion of the original road platted by Eli Lilly. The eastern portion of this road is not on any plat. Snyder indicated the road as it is materialized in the late 1800's or early 1900's. Some portions of the original plat have been vacated. The original roadways were to provide access to the Town of Wawasee as indicated on the plat. The golf course and Byrd properties are not an issue. The golf course is platted along the north side of Eli Lilly Road to Bishop Road and then to the railroad. This eliminates the potential development of those lots and increased road and lake traffic. The roadway will remain the same at the Bishop Road intersection and the Tobias property. The new road would add 141 feet from the West side of Tobias's property to Bishop Road. At 35 miles per hour that would add 2.7 seconds. It eliminates a curve and a hill that are dangerous. The new road as planned would include turn off lanes plus walk and bicycle paths.

Environmentally the road will be further from the lake with run off to collect at retention ponds. Engineering will exceed the county standards. Rob Ladson, County Highway Engineer, Ladson, County Highway Engineer, has expressed concerns over the boulevard. Snyder stated eliminating the boulevard is acceptable.

Public utilities have been contacted for relocation of service. This will be done either above or under ground at the petitioner's expense. The estimated cost is \$75,000. The gas line would remain. Sprint may need to be relocated at the petitioner's expense. The Turkey Creek Regional Sewer District sewer lines will remain as is with the 6' forced mains and manholes remaining the same.

This project is in the best interest of the community for the following reasons:

1. Better, safer roadway.
2. Better road construction.
3. Road will be built to current County Highway specs.
4. Drainage will be improved
5. Environmental precautions to prevent run off into Wawasee Lake.
6. Addition of jogging paths, curbs and gutters.
7. Eyesores of the area will disappear.
8. Safety will be improved.
9. The severity of the curve at Bishop Road will be improved.

There are only four reasons to deny a request for vacation. The only one that is a possible reason is for "significant inconvenience". Snyder indicated the Spinks would be most effected.

Snyder read into the record a letter from Bill McCabe, President of the Spinks, as follows:

To The Kosciusko County Board of Commissioners

August 25th

RE: Eli Lilly Road Relocation

We respectfully request this letter be read and entered into the minutes of the August 27, 2002 Commissioner's meeting. This letter is written by Bill McCabe serving in capacity as the President of the Wawasee Spinks Condominium Owner's Association. We are a group of 32 owners most affected by the relocation since the majority of our property is adjacent to the proposed relocation project. We recently conducted a formal survey of our owners. It is not my intent to state my personal opinion but to show the overall opinion of the owners. I have either written or verbal direct statements from the following owners and personally attest to the accuracy of these statements.

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1. Seven of the 32 owners are very much opposed to the relocation of the road. They feel they purchased their homes believing that the road was a permanent fixture and any change would adversely affect them. They feel the additional cost of the entry maintenance, the inconvenience of the relocation, the dangers of a dual lane road for emergency equipment such as ambulances and fire trucks, the height of the road for ice or snow conditions, the loss of the character of Eli Lilly Road and its beautiful view of the lake were their primary concerns.
 2. Twenty-four of the owners responded they were conditionally in favor of the newest revision of the road project. The developer of the Spinks who is currently the Secretary/Treasurer and myself have had numerous email or voice communications with petitioner, Peter Nicholas. I would like to state for the record the promises he has made. He agrees to extend the entrance to the Spinks at the angle we desire be it a straight or curved entrance. He also agrees to landscape the entrance within reason in a plan consistent with the current entrance to the Spinks. There will be a triangle of orphan land between the current Spink's fence and the new road. Mr. Nicholas indicated he would deed the land to us if we wanted to maintain it or keep it and maintain it himself. Based on these representations, the favorable owners feel this would have a positive effect on the Spinks and their values. In addition, we respectfully request that should you decide to give a favorable recommendation to the project that you consider the following requests as conditional.
 1. That the land for our entry be deeded to the County or the Spinks so our access is not by an easement owned by the petitioner.
 2. That our current mail box location remain as is. Many of our residents are seniors who must walk to their box. We even placed a bench half way as a rest spot for them. To move it to the new entrance could adversely hurt their health. Because
 3. That the school stop remain at the current entrance. Our secondary entrance is at a dangerous curve and would be an accident-prone location.
 4. That you require a four way stop at Eli Lilly Road and Bishop Road.
 5. That the proposed road be 100 % complete with binder and finish coats of asphalt prior to any removal of existing road.
 6. That the extended entrance to the Spinks with asphalt be 100% completed prior to any existing road removal.
- In essence, we need your support and protection to assure minimal inconvenience to the Spink owners by making the new improvements 100% complete before any removal of existing pavement and right of way occurs.

One owner did not respond.

Respectfully Submitted

Bill McCabe

Matt Sandy indicated a letter of support had been received by fax from Joan Zynal in favor of the project.

William McNagney, Pier 9, stated he lives six cottages east of the Spinks. He strongly favored the plan. The first fourteen cottages east of the Spinks favor the road project. Commercial development has always been a possibility. McNagney believes this will be an improvement over the area. He indicated that there is no view because of hedges and fences.

Dick Tillman, Eli Lilly Road, indicated he moderated two meetings on the proposals last summer. He stated he was interested in slowing traffic for safety reasons. 56 people attended. Everyone was in favor of reducing traffic and making the road safer.

Steve Hay, Pier 793, voiced his support because of safety issues. He would prefer a to see a road along the South Side of the Rail Road.

Mike Hixenbaugh, Parks and Recreation Director for Syracuse, supported the project because of the multi use plan trail. The trail would be an asset to the community.

Jim Brumbaugh, Pier 39, 11873 N Ogden Point Road. He felt this was a win win win situation. The community wins with a new road, the petitioner wins with a new road, the county wins with a better road, the lake wins because of improved run off.

R. L. Morgan has owned 200' of frontage at the south end of Wawasee Lake on Hatchery Road for 37 years. He would love for someone to offer this type improvement in his area.

Barbara Miller Miller, ¼ owner of triangle at Bishop Road and owns three condos at the Spinks plus 1/4 owner of another unit. Miller has resided there since 1987. She favors the beautification but has a concern about the school bus pick up.

Rex Hagan, Spinks owner, cited the all purpose path, beautification of area, safer road network. He cited that the Lilly family has done wonderful things for Wawasee and the State of Indiana and he trusts them to do the same.

Rob Ladson, County Highway Engineer, was requested by the Commissioners to make a recommendation. Ladson stated had looked at the project and strongly recommends the Commissioners accept this offer. Ladson believed this was the appropriate action because of the following reasons:

1. The project be privately funded.
2. The project be designed and stamped by a registered and professional engineer
3. The portion of the existing road being paved must have an onsite drainage check and all drainage tiles and pipes under the road be replaced or repaired before re-paving.
4. All landscaping in and around the right of ways be completed and maintained by the developer.
5. Private utility easements and private utility agreements be established between the developer and utility companies for the existing utilities in right of way.
6. Removal of medians because of snow plowing issues.
7. Trees planted along side instead of in median.
8. Section 402 standards be followed.
9. Road marker signs be replaced by developer.
10. Until project is completed including new pavement to satisfaction of County Engineer the rights of way and existing pavement will not be removed.

Ladson stated he felt the benefit the majority of the taxpayers. He stated he believed this was a win situation for the County and strongly supported the project.

Dick Green spoke in opposition of the vacation. Green indicated Bill McNagney's information was hearsay. He questions the solidarity of the first fourteen east of the Spinks as he stated. He stressed there was not 100 % infavor of the project.

Green stated two years ago this project came up at the end of the summer when the lake owners were all gone home. The same thing happened a year ago. Green expressed his disappointment that the decision will not be made today since several people drove some distance to attend. Green noted that the forgotten 300 were not contacted with the first mailings. They are the ones who drive the road every day. He noted that he filed petitions for 297 who objected.

He cited the vacation statute is separate. The question is should Eli Lilly Road be vacated not which relocation project should be implemented. He stated the Commissioners have the power to grant or deny the petition. He stated it was not a matter of weighing the two sides of the room. Green indicated Booth vs Newburg case determined non adjacent property owners have the right to be heard.

Green stated he was representing Esther Curtis, Shirley Bricker and Jane Love who are owners at the Spinks. He stated it lengthens their driveway, makes their trip longer any way they go.

Green is also representing Turkey Creek Regional Sewer District. They have cooperated and communicated with the petitioner. It is not the districts purpose to become involved in this issue. They have stated their concerns that they retain their easement and not be placed in a position of where they must deal with a soft surface road to inspect manholes where damage could be done and the district would be responsible for the cost of repairs.

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Personally, Dick has lived at Pier 16 on Ogden Island for 24 years. He is a part of the forgotten 300. He considers the Lilly Road historic, scenic, and rustic. He sees nothing rustic in the proposed roadway. He values the rustic aspect of the road. His position is that for him to be forced to drive up behind Don Byrd's house, through the tree line behind the old number 2 green, 400' from the existing road and 100' from the railroad is unreasonable. It makes access to his land inconvenient and hinders public access to the neighborhoods which are public places. The vacation proceeding indicates safety, but the added depth to the lake front lots must be considered. Green asked the Commissioners about the status of the Lilly Road before the request. He stated that if the property was purchased with the expectation of this happening, it should not have been. All of the various plans that have been introduced have caused a concern that it was a done deal. The vacation is the first step. Determining which options should not be the issue for the decision. Money should never be the criteria for vacating a County Highway. There are only statutory reasons to vacate roadways.

C. R. Braun, 11654 Sunrise Drive, is a retired realtor. He is dead set against this. He believes the properties will depreciate with the road change. He questioned whose property would gain. He cited the Nicholas's frontage increase with the vacation along with the increased depth of the property. He stated this would create the largest piece of property on Wawasee.

Jack DeHaven, Pier 34, stated he believed the roadway has historic significance.

Jane Love, Spinks resident, is against the proposal. Because the petitioners are here only 2-3 week ends per year she opposed the fact that their money could allow them to move the road.

Dan Turtle, a year round resident, questioned the design of the road. The existing road is protected by the Lilly property which protects the roadway from ice and snow. At the Tobias corner there are not shrubs to stop the snow. There is no protection only bare land which will cause snow drifting. Turtle agrees with removing the median. He was also concerned about the green area which could become a wildlife haven. He considers this a safety hazard with the trees so close to the road. If changes could be made to address the items he cited, he would have no objection to the road.

Willis Dickerhoof, Pier 58, is attending the third meeting on this road. At the first meeting it was stated if there was opposition the project would be dropped. The 300 who lived beyond the Lilly Road did not agree, but the project was not dropped. A person was flown in to indicate that the road was a pollutant. He felt the road has nothing wrong. He resents someone trying to get something done being untruthful.

Rick Flieger, Pier 57, Indianapolis resident, stated he felt a wealthy man is moving the road because he can. The will of one person is going to override the will of 220 people. He questioned what buildings would be built on the property. He wanted an assurance that no buildings would be built to interrupt the panoramic view depicted in the brochure.

Billie Canz, Spinks resident, is against the change because of its beauty. She questioned the lay of the roadway. She questioned the safety for emergency vehicles. She questioned how many people who use the roadway were polled.

* Bill Oslha, Wawasee Lake property owner, indicated he did not believe we were buying safety. He wrote a letter and wanted to confirm that the Commissioners received his letter in opposition.

Pete Nell, Wawasee Lake property owner, indicated there were problems when the Turkey Creek Regional Sewer District did sewers. The road being closed was a hardship. He was concerned about detours.

Phil Smith, Johnson Bay Resident, indicated sand hill cranes are located in the area in question. The Wawasee Golf Course currently has a picture of the sand hill crane on the billboard. He believes the road change will endanger the sand hill cranes.

Bob Newmeyer, Kanatta Subdivision, purchased his property because of the scenic drive. He retired here 12 months ago. He has never seen an accident there. He sees bikers and joggers. The real issue is property values. He fears the value of his home will not increase with the change in the road. He indicated he would be driving several hundreds of miles over his lifetime with the road move.

Judy Osha, questioned if there were no joggers and bikers between the Tobias property and town. She has safety concerns related to emergency response. She questioned whether any of this is worth it if one person's home burns or one person dies.

Larry Mock, property owner, wanted to clarify that the 100 % agreement was with wanting a safer road, not necessarily in agreement with road relocation.

Doug Schmall, Pier 54, Ogden Point Road, questioned why. He indicated the petitions get a bigger back yard. He cited four busses on the road daily. He cited there have been no complaints from emergency responders.

Beth, Pier 31, stated she believed there is a higher way to handle this. She wanted to say thanks to the Nichols. She has ideas a different way to handle this project. She indicated everyone is privileged and the lake could be shared with others that would never be able to enjoy the lake. She advocated working together.

Sharon Lantz, full time resident, had a question concerning the school bus route.

Lee Garber, Pier # 40, requested that letters be sent to homes instead of to the lake addresses. She stated she is opposed to the change in the road.

Judith Newmeyer, opposed the road closure. She hoped the road closing would be handled better because of the sewers and railroads were being worked on. There was a land locked issue that really concerned her for emergency purposes.

Don Todd, Pier 773, indicated the Rockefellerers tried this in New York. He noted there was one family missing, Tobias. They built a 12,000 SF cottage about five feet from the roadway. The Lillies were here for 100 years. He stated this was arrogance of the highest order.

Janice Cox, Spinks owner, stated everyone involved was not sent a colored brochure. She cautioned everyone to be careful with the statement that the petitioners will pay for things "within reason".

Mark Campbell, full time resident of Wawasee Lake, is opposed because of moving the scenic drive. He asked the Commissioners to help Mr. Nicholas. He stated Nicholas indicated he would drop the project if there were objections. He urged the Commissioners to reject the petition and help Nicholas keep his word.

Patricia Dennis, Venetian Isle, is a heart patient. She has called for the ambulance and is opposed to closing the roadway. She called for a show of hands for those that are opposed.

Steve Snyder indicated Dick Green's explanation of the inconvenience is not significant at 141' of added roadway. Snyder stated he believed a game of personalities is being played. He stated there is an attitude that if someone wants to donate something to the county they are being arrogant. If all contributions to the county were withdrawn we would all be much poorer. This is about a road vacation. It should make no difference whether it is Mrs. Nicholas or the State of Indian petitioning for the vacation. Prior proposals have continued to evolve to modify the plan so the relocation of the road can be done with minimal inconvenience. The new roadway will be in place and open before the existing roadway is closed. This is a logical vs emotional issue.

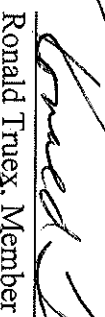
Attorney Mike Miner closed the public portion of the meeting. Dick Green asked for clarification as to why the continuance to October 8th. Miner stated he wanted to be certain that all appropriate notices in the newspaper have been provided. The Commissioners want to make sure there is a maximum opportunity to respond to this issue. He emphasized the next hearing would not be another full meeting, but only those who have not spoken would be accepted.

MOTION: RON TRUEX TO: TABLE DECISION UNTIL OCTOBER 8TH
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS


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BOARD OF COMMISSIONERS,
Kosciusko County


Avis Gunter, President


Ronald Truex, Member


Brad Jackson, Member


ATTEST;
Sue Ann Mitchell
Kosciusko County Auditor

KOSCIUSKO COUNTY COMMISSIONERS SEPTEMBER 10, 2002

The Kosciusko County Commissioners met for their regular meeting on September 10, 2002 at 9 AM in the Courtroom on the third floor of the Courthouse, 100 W Center St., Warsaw, IN.

Those present were:

AVIS B. GUNTER, PRESIDENT	RON ROBINSON, ADMINISTRATOR
RON TRUEX	SUE ANN MITCHELL, COUNTY AUDITOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

Avis Gunter opened the meeting with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the August 27, 2002 meeting were approved as presented. Claims were signed and approved for payment. Justice Building Claim # 35 was approved.

IN THE MATTER OF WARSAW COMMUNITY DEVELOPMENT CORPORATION REQUEST TO USE THE COURTHOUSE LAWN FOR SPOOKTAKULAR:

President Avis B. Gunter presented a request from the Warsaw Community Development Corporation to use the Courthouse lawn and steps during their annual Halloween Spooktakular Trick or Treating. The event is scheduled for October 25th from 5-8 PM. The Courthouse area would be used for registration, judging and awards presentation. The group requested the use of electrical facilities to plug in lights and a P A system. The tent they plan to use would be removed the following day.

MOTION: RON TRUEX	TO: APPROVE USE OF COURTHOUSE LAWN
SECOND: BRAD JACKSON	BY WCDC AS REQUESTED.
AYES: 3 NAYS: 0	
UNANIMOUS	

IN THE MATTER OF H. J. UMBACH CONTINUING DISCLOSURE UNDERTAKING AGREEMENT FOR THE JUSTICE BUILDING BOND ISSUE:

Because the county has a continued obligation to provide financial information and notices of material events pertaining to the security of the bonds issued on behalf of the Justice Building Corporation, H. J. Umbach has offered to provide the service. The annual fee will be \$2,100 payable each July. The Commissioners signatures are required in addition to the Justice Building Corporation Officers.

MOTION: BRAD JACKSON	TO: APPROVE AGREEMENT WITH H. J.
SECOND: RON TRUEX	UMBAUGH FOR CONTINUING
AYES: 3 NAYS: 0	DISCLOSURE UNDERTAKING FOR THE
UNANIMOUS	JUSTICE BUILDING BOND ISSUE.

IN THE MATTER OF SIGNING OF INDIANA HOUSING FINANCE AUTHORITY CLAIM VOUCHER FOR WARSAW HOUSING AUTHORITY:

Laura Kaufman, Warsaw Housing Authority, requested approval of the claim voucher for housing rehabilitation being provided through a grant approved by the county. The claim voucher in the amount of \$14,953.02 represents work done on properties located at 1799 S. Packerton Road and 6880 N. Kalorama Rd.

ORDINANCE 02 - 09-10S

An Ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and right-of-ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Yield signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend "STOP" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

Riverview Addition

1. Install "Stop" sign on the northeast corner of Northside Drive to stop for Westside Drive.
2. Install "Stop" sign on the southeast corner of Center Drive to stop for Northside drive.
3. Install "Stop" sign on the northwest corner of Center Drive to stop for Southside Drive.
4. Install "Stop" sign on the northeast corner of Southside Drive to stop for West Drive.

THIS ORDINANCE shall be in full force and effect on September 10, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 10th day of September, 2002.

BOARD OF COMMISSIONERS, KOSCIUSKO COUNTY

AVIS B GUNTER, PRESIDENT
RONALD TRUEX, MEMBER
BRAD JACKSON, MEMBER

ATTEST: SUE ANN MITCHELL
KOSCIUSKO COUNTY AUDITOR

IN THE MATTER OF MINING SAFETY HAZARD ASSOCIATION
INSPECTION:

Rob Larson, County Highway Engineer, stated he had a surprise visit from the MSHA Inspector as he was leaving for the Commissioner's meeting. Larson reported the County Highway Department passed the inspection. He indicated all training records are in order.

IN THE MATTER OF GIS INTER-LOCAL AGREEMENT WITH WARSAW CITY:

County Attorney Mike Mine presented an inter-local agreement for the shared GIS employee. Mary Haberman was a county employee who was shared with Warsaw City per the inter-local agreement. Effective July 16, 2002, she became a full time employee of Warsaw City. The Employees wages and benefits were a total of \$ 16,000.

MOTION: RON TRUEX TO: APPROVE THE INTER-LOCAL
SECOND: BRAD JACKSON AGREEMENT AS PRESENTED.
AYES: 3 NAYS: 0
UNANIMOUS

2003-012118

**INTERLOCAL COOPERATION AGREEMENT
TO ESTABLISH A JOINT CITY/COUNTY GIS COORDINATOR
POSITION**

Depend **THIS AGREEMENT** is made and entered into as of this 4th day of ~~September~~ *October*, 2002, by and between the CITY OF WARSAW, INDIANA ("City") and KOSCIUSKO COUNTY, INDIANA ("County").

WHEREAS, Indiana Code 36-1-7 et seq provides for interlocal agreements between governmental units; and

WHEREAS, Indiana Code 36-1-7-2 provides that certain powers may be exercised jointly by two or more political subdivisions if the subdivisions so agree by contract; and

WHEREAS, the City and County wish to formally enter into an agreement to establish a Joint City/County GIS Coordinator;

NOW, THEREFORE, IT IS AGREED;

1. This Agreement shall be in force and effective from January 1, 2002 to July 16, 2002.
2. This Interlocal Cooperation Agreement is for the purpose of establishing a Joint GIS Coordinator position of the City and the County; and to hire an employee who will work approximately one-half (1/2) time for the City and one-half (1/2) time for the County.
3. The County shall hire the Coordinator, and the Coordinator shall be a full-time employee of the County, entitled to the normal and usual benefits of a county employee.
4. The Coordinator shall work 37-1/2 hours per week and be paid \$930.45 Bi Weekly.
5. The City shall reimburse the County for one-half (1/2) of the salary and benefits provided for the Coordinator in the amount of \$ 8215.79 for the year 2002.

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6. This agreement shall become effective upon signing by the parties hereto and the passage of appropriate resolutions as required by Indian Code 36-1-7-2.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 10th day of September, 2002.

KOSCIUSKO COUNTY, INDIANA
BY ITS BOARD OF COMMISSIONERS:
AVIS B. GUNTER, PRESIDENT
BRADFORD L. JACKSON
RONALD D. TRUEX

APPROVED AS TO FORM AND CONTENT: ATTEST:
MICHAEL L. MINER, COUNTY ATTORNEY SUE ANN MITCHELL, AUDITOR

CITY OF WARSAW, INDIANA
WARSAW BOARD OF PUBLIC WORKS
CHARLES D. SMITH
JERRY PATTERSON
ERNEST B. WIGGINS, PRESIDING
OFFICER OF THE WARSAW BOARD
OF PUBLIC WORKS

APPROVED AS TO FORM AND CONTENT: ATTEST:
MICHAEL L. VALENTINE, CITY ATTORNEY ELAINE CALL
CLERK-TREASURER

IN THE MATTER OF SIGNING OF BAYS VACATION:

The Commissioners approved the Bays vacation ordinance at their August 27th meeting, but signatures were missed on the document. The vacation ordinance was signed.

Being no further business to come before the Commissioners the meeting was adjourned.

David Hunter
AVIS GUNTER, PRESIDENT

Brad Jackson
BRAD JACKSON, MEMBER
Ronald Truex
RONALD TRUEX, MEMBER

ATTEST: *Sue Ann Mitchell*
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS SEPTEMBER 23, 2002

The Kosciusko County Commissioners met for their regular meeting on September 23, 2002 at 9 AM in the Courtroom on the third floor of the Courthouse, 100 W Center St., Warsaw, IN.

Those present were:

AVIS B. GUNTER, PRESIDENT	RON ROBINSON, ADMINISTRATOR
RON TRUEX	SUE ANN MITCHELL, COUNTY AUDITOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

Avis Gunter opened the meeting with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the September 10, 2002 meeting were approved as presented. Claims were signed and approved for payment. Justice Building Claim # 35 was approved.

IN THE MATTER OF CLERK'S FLORIDA ELECTION REPORT:

Clerk Sharon Christner presented information concerning her trip to Florida to evaluate new election machines. Christner reported that where she visited, the reports were positive although some counties experienced problems. She presented notes and newspaper clippings documenting what she found. She stated the problems experienced were related a to lack of training. She stated that only eight machines failed in the county where she visited. She still strongly supported the purchase of the systems from ES&S. Ron Truex questioned how much training time would be needed for precinct workers. Christner related that in Florida, the position equal to our inspectors received three four-hour training sessions. The poll workers received one four-hour training session. Christner indicated there would be additional time needed to train and make the public aware of procedures.

IN THE MATTER OF JAIL TELEVISION PROGRAMMING:

Joel Wilson, a resident from the Southern part of the county, requested monitoring of television programs watched by prisoners. He felt that bad behavior was being encouraged in the jail because of the television. He felt controlling the television would reduce crime and that it was too much of a perk. He presented a petition containing 33 signatures against current TV practices at the jail. He proposed to gradually eliminate the viewing of non family friendly programs or gradually eliminating television in the jail totally. He requested a schedule developed to eliminate television. He was advised to stay in touch with Sheriff Aaron Rovenstine. The Commissioners agreed to talk with Aaron themselves.

IN THE MATTER OF INDIANA HOUSING AUTHORITY AMENDMENT TO AGREEMENT:

Because the Warsaw Housing Authority has experienced greater costs to process homes they are requesting the program be modified to include 12 homes instead of 20. Commissioner Truex confirmed that there is no cost to the County for this program.

MOTION: BRAD JACKSON	TO: APPROVE AMENDMENT TO
SECOND: RON TRUEX	WARSAW HOUSING AUTHORITY
AYES: 3 NAYS: 0	TO ADJUST THE NUMBER OF HOMES
UNANIMOUS	TO BE IMPROVED FROM 20 TO 12.

IN THE MATTER OF COUNTY HIGHWAY TRASH PICKUP SERVICE:

Rob Ladson, County Highway Engineer, indicated that currently Sweetheimer's was picking up the trash from the County Highway Garage. There is no signed contact with them so service can be changed at any time. Their charges are \$120 per month. Ladson presented a quote for a three-year contract with Waste Management for \$85 per month with a possible 3% maximum increase. Extra pick-ups would be an additional charge. Ladson calculated that even with a three percent increase in the three years, the county would save money with Waste Management. Ladson was authorized to make arrangements with Waste Management.

IN THE MATTER OF COUNTY HEARING TO CONVEY GATKE PROPERTY TO WARSAW CITY:

County Attorney Mike Miner advised the county must publish notice that the county plans to convey the Gatke property to the City of Warsaw. Notices will be published to finalize the transaction. The Commissioners have agreed to the transfer, but formal processes must be followed to facilitate the transfer.

IN THE MATTER OF COUNTY HEALTH INSURANCE INFORMATION:

County Administrator Ron Robinson presented the Commissioners with information concerning the status of health insurance coverage choices. The Commissioners took the information under advisement for later consideration.

IN THE MATTER OF GIS INTER-LOCAL AGREEMENT WITH WARSAW CITY:

Auditor Sue Ann Mitchell presented additional copies of the GIS inter-local agreement for the Commissioner's signatures. The agreement was previously approved.

IN THE MATTER OF FAHL REZONING FROM AGRICULTURAL TO RESIDENTIAL: *CR 2003 012184*

Dan Richard, Area Plan Director, presented information on a rezoning in Wayne Township for key #. 003-059-002.AB owned by Russell Fahl. The property is located on Old Rd 30 E 1274' East of 300 East. Richard indicated the Zoning Board gave a unanimous recommendation to accept rezoning of the two tracts totaling 59.116 acres from agricultural to residential.

MOTION: RON TRUEX	TO: APPROVE REZONING OF RUSSELL FAHL'S
SECOND: BRAD JACKSON	59.116 ACRES FROM AGRICULTURAL TO
AYES: 3	NAYS: 0
UNANIMOUS	RESIDENTIAL.

IN THE MATTER OF YELLOW BANKS ENCROACHMENT:

Linda Land, property owner at Yellow Banks, Webster Lake, presented information on an encroachment at the public area. Land is the adjoining property owner on the other side of the public area. Land indicated an encroachment agreement already exists for this property with the County because a deck had been constructed by a prior owner.

Old railroad ties have been replaced with a permanent retaining wall which encroaches into the public area approximately 6'. The concrete wall was placed at the same place as

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the railroad ties. The area is 20' wide per plat information. The seawall has been increased 4-5' also. Land indicated this is the only access on the south side of Webster Lake. This is the main access to the largest portion of the lake. Land was concerned about the fire department access. Her real concern was the added wall.

County Attorney Mike Miner advised that many issues could effect this area. Miner indicated that even though this goes to the lake, it does not necessarily include public access to the lake. He cited that if the area has been used for 25 years, it may well be a prescriptive easement. This would have to be open and notorious use of the property. Land indicated that the encroachment agreement was done approximately 5 years ago along with the denial of a vacation that was done at the same time. Miner cited that the original encroachment agreement indicated that any further encroachment would be subject to removal at the Commissioner's discretion.

Don Buennagel, property owner at Yellow Banks for 35 years, questioned where does the encroachment stop. He stated numerous times he and other property owners have paid money to attorneys to fight the closing of this area. This is the access for the fire department for over fifty structures. Buennagel stated he did not feel this should become a civil matter to defend the county property rights.

Being no further business to come before the Commissioners the meeting was adjourned.


AVIS GUNTER, PRESIDENT


BRAD JACKSON, MEMBER


RONALD TRUEX, MEMBER

ATTEST: 
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS OCTOBER 8, 2002

The Kosciusko County Commissioners met for their regular meeting on October 8, 2002 at 9 AM in the Courtroom on the third floor of the Courthouse, 100 W Center St., Warsaw, IN.

Those present were:

AVIS B. GUNTER, PRESIDENT	RON ROBINSON, ADMINISTRATOR
RON TRUEX	SUE ANN MITCHELL, COUNTY AUDITOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

Rob Ladson, County Highway Engineer, opened the meeting with a word of prayer. The pledge to the flag was recited. Avis Gunter called the meeting to order. Minutes of the September 23, 2002 meeting were approved as presented. Claims were signed and approved for payment. Justice Building Claim # 36 was approved.

IN THE MATTER OF SHERIFF'S REQUEST TO PURCHASE ITEMS FROM 100-44015-000-013 PER COUNTY COUNCIL INSTRUCTIONS:

Sheriff Aaron Rovenshine requested Commissioner's permission to pay a claim from the 400 accounts per restrictions imposed by the County Council. The Council indicated all expenditures from the 400 accounts must be approved by the County Commissioners. The Claim in the amount of \$466.39 was approved without motion.

IN THE MATTER OF INCARCERATION OF ELKHART COUNTY PRISONERS:

Sheriff Aaron Rovenshine reported that over \$11,500 was received from Elkhart County for the incarceration of their overflow prisoners. Payment will be made on a monthly basis by Elkhart County. Rovenshine mentioned that the county has \$80,000 due from the state.

IN THE MATTER OF CLERK'S LABELING SYSTEM PURCHASE:

Clerk Sharon Christner provided a final work up and contract for the purchase of a Smead link barcode tracking and color label printing application to go with the slide by filing system purchased. The amounts to be paid include the following:

- \$ 4338 25% payment with the issuance of an authorized purchase order
- \$ 8675 50% payment upon delivery of the software and equipment
- \$ 4436 25% payment net 30 days after delivery of the software

Audio: Sue Ann Mitchell indicated this is something that can be paid from the Clerk Sharon Christner's Document Storage fees that she collects instead of County General Funds. An additional appropriation is in the works for the Document Storage Fee. County Attorney Mike Miner approved the content of the contract.

MOTION: BRAD JACKSON	TO: APPROVE CHRISTNER TO SIGN THE
SECOND: RON TRUEX	CONTRACT AGREEMENT FOR A TOTAL
AYES: 3 NAYS: 0	OBLIGATION OF \$17,449 FOR SMEAD
UNANIMOUS	BAR CODING AND LABEL PRINTING
	SOFTWARE AND EQUIPMENT

IN THE MATTER OF HB 1001 SS TAX BILL REQUIREMENT:

Treasurer Stephanie Esenwein and Auditor Sue Ann Mitchell reported to the Commissioners the status of the requirement to print the tax savings caused by HB 1001 SS. The Treasurer and Auditor indicated it would be an impossible task to provide the difference between what each taxpayer will be required to pay because of the changes associated with HB 1001 SS compared to what tax obligations would be without HB 1001 SS.

The Department of Local Government Finance indicated they will not supply the necessary Property Tax Replacement Credit rates required to do the calculation. Because of time constraints to provide the required tax rates and property tax replacements to insure tax rates are set early enough for Counties to mail tax bills timely pre HB 1001 SS rate calculations will not be done. Auditor Mitchell explained the circumstances to the Council at their September 12th meeting. The Council agreed to the omission of this information since it appears it can not be accomplished.

MOTION: RON TRUEX TO: APPROVE THE OMISSION ON 2002 PAY
SECOND: BRAD JACKSON 2003 TAX BILLS OF THE TAX
AYES: 3 NAYS: 0 LIABILITY THAT WOULD HAVE BEEN
UNANIMOUS DUE WITHOUT THE PASSAGE OF HB
 1001 SS.

IN THE MATTER OF COMMUNITY BOOK READ PROGRAM RESOLUTION:

Suzie Light, Kosciusko County Foundation, requested the Commissioners adopt a resolution supporting the "Plant the Seed...Read" program for the county. The Foundation has purchased books to be shared by the community to encourage reading. Light distributed books to all in attendance.

MOTION: RON TRUEX TO: APPROVE KOSCIUSKO COUNTY
SECOND: BRAD JACKSON FOUNDATIONS REQUEST TO APPROVE
AYES: 3 NAYS: 0 RESOLUTION AS PRESENTED.
UNANIMOUS

A RESOLUTION OF
THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY
BE IT RESOLVED by the Kosciusko County Board of Commissioners that October 14, 2002 through November 14, 2002 be proclaimed as a month to
"Plant the Seed...Read"

Whereas, we the Commissioners recognize that "Plant the Seed...Read" will build awareness of the 40 Developmental Assets – the building blocks of healthy development that help young people grow up healthy, caring and responsible;
Whereas, we the Commissioners recognize that "Plant the Seed...Read" will build reading skills and encourage reading for pleasure through providing books to area citizens of all ages throughout the county;
Whereas, we the Commissioners recognize that "Plant the Seed...Read" will build a sense of community throughout our county as we engage in a common effort to read, hold dialogue regarding what we read and celebrate literature as a tool for growth.

Duly adopted by the Board of Commissioners on this day,
October 8, 2002

ATTEST:
Sue Ann Mitchell Avis B. Gunter, President
 Brad Jackson
 Ron Truex

IN THE MATTER OF COUNTY VEHICLE INDENTIFICATION:

President Avis B. Gunter addressed County vehicles and the need to have them identified as such. The Commissioners agreed that all vehicles with the exception of limited Sheriff's Department vehicles should be marked with permanent lettering. Commissioner Truex indicated he believed with the exception of specific Sheriff's Department cars all County vehicles should be identified as such.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

TO: REQUIRE ALL COUNTY OWNED
VEHICLES EXCEPT CERTAIN SHERIFF'S
VEHICLES BE MARKED WITH
PERMANENT COUNTY IDENTIFICATION

IN THE MATTER OF ONE WAY ORDINANCE FOR EPWORTH FOREST
WEST EY LANE, 11TH TRAIL AND SUSANNA LANE: NR 2003 0121dc

Rob Ladson, County Highway Engineer, presented a request from the Epworth Forest Association for signage indicating one-way streets in Epworth Forest. Upon review, Ladson found there was no ordinance in place approving the streets as one way even though they have been used as one way streets for many years.

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE ORDINANCE FOR ONE-WAY
STREETS IN EPWORTH FOREST.

ORDINANCE 02-10-08

An Ordinance establishing "One Way" signs at various County Roads within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and rights-of-ways; and WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish One Way signs on County Highways; and WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the afore mentioned roads in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend "One Way" signs be installed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Kosciusko as follows:

install "One Way" signs on the following roads, with One Way going in a counter clockwise direction:

1. Wesley Lane – Beginning at Wesley Lane and Susanna Lane going southeast to 11th Trail.
2. 11th Trail – 11th Trail going northeast from Wesley Lane to Susanna Lane.
3. Susanna Lane – Susanna Lane going northwest from 11th Trail to Wesley Lane.

THIS ORDINANCE shall be in full force and effect on October 8th, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 8th day of October 2002.

BOARD OF COMMISSIONERS,
KOSCIUSKO COUNTY

ATTEST:
Sue Ann Mitchell, Auditor
Kosciusko County

Bradford Jackson, Member
Ron Truex, Member

**IN THE MATTER OF ISSUANCE OF DRIVEWAY PERMIT FOR 200 S WEST
OF 450 W ON SOUTH SIDE:**

Rob Ladson, County Highway Engineer, presented a request for a driveway permit to be approved by the Commissioners. Ladson indicated this driveway is in a position that creates poor visibility, but there is no better place on the lot for the drive. By signing the permit with it's disclaimers, it relieves the county of any liability. Ladson has communicated with the property owner and they are clear on the conditions of the permit. The permit includes notice that the drive is to be located as far to the west as possible to improve visibility and that the property owner assumes all liability relating to establishing the driveway in this location. Ladson indicated the property is located in Commissioner Truex's district.

MOTION: BRAD JACKSON TO: APPROVE AUTHORIZATION FOR RON
SECOND: RON TRUEX TRUEX TO SIGN PERMIT AS
AYES: 3 NAYS: 0 PRESENTED SINCE IT IS IN HIS
UNANIMOUS DISTRICT.

IN THE MATTER OF DRIVEWAY PERMIT FOR KEITH ALEXANDER:

Rob Ladson, County Highway Engineer, presented a request for a driveway permit. The driveway is located on Quail Drive at Palestine Lake. This would require opening up Quail Drive west of Lakeshore Drive which was platted but has never been improved to road status. Keith Alexander requested permission to remove trees from the roadway and put in a driveway to his property. Ladson indicated one person in the area, James Hurd, had a concern about one walnut tree that was in the right of way. The right of way is 40'. Ladson asked for Commissioner's approval since this dealt with the removal of trees and opening of a road way.

MOTION: RON TRUEX TO: APPROVE DRIVEWAY PERMIT FOR KEITH
SECOND: BRAD JACKSON ALEXANDER WITH THE COUNTY
AYES: 3 NAYS: 0 ENGINEER TO APPROVE THE REMOVAL OF
UNANIMOUS ALL TREES NECESSARY TO OPEN UP THE
 RIGHT OF WAY. LADSON WILL MAKE THE
 FINAL DETERMINATION OF THE WORK TO
 BE ALLOWED.

IN THE MATTER OF MULTIPLE YEAR TAX SALE PROPERTIES:

In accordance with statutes, Auditor Sue Ann Mitchell presented a list of tax sale properties for the Commissioner's consideration. These properties have been offered for two consecutive sales and have not sold. There are 36 total properties included in the listing. The Commissioners can take the tax title deed and proceed to take title to the properties. The Commissioners will address this issue at a later meeting.

IN THE MATTER OF MEDIACOM CABLE TV CONTRACT:

Auditor Sue Ann Mitchell presented copies of a proposed contract with Mediacom. In discussion the Commissioners requested Mitchell contact Mediacom and request a legal description or map of the area they are servicing. No action was taken on this matter. It will be discussed at a later meeting.

**IN THE MATTER OF REQUEST BY FOUNDATION HEALTH CARE TO
PLACE SIGN ON COURTHOUSE LAWN:**

Ron Robinson, County Administrator, presented a request to display a sign indicating a Well Baby Program will be set up at Key Bank from December 4th to 9th.

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE PLACEMENT OF SIGN ON
COURTHOUSE LAWN DECEMBER 4TH TO
9TH

IN THE MATTER OF JUSTICE BUILDING PROPOSAL REQUEST
APPROVALS:

Ron Robinson, County Administrator, presented information concerning PR 91 for \$22,514.95 for room and finish modifications requested by the county; PR 93 for \$4,238 for existing plumbing vents unforeseen condition; PR 94 for \$1,195.46 for two signs that were overlooked but required; PR 95 for \$7,267 for existing piping lines unforeseen condition; and PR 96 \$18,837.38 for room and finish modifications. Robinson indicated furniture has yet to be purchased for some offices and that would be the last big ticket item to be purchased.

MOTION: RON TRUEX
SECONDED: BRAD JACKSON
AYES 3 NAYS: 0
UNANIMOUS

TO: APPROVE PROPOSAL REQUESTS
91, 93, 94, 95, AND 96 AS PRESENTED.

IN THE MATTER OF 911 REPORT:

Ron Robinson, County Administrator, advised he would be attending a grant information program with Chief Dispatcher Tom Brindle at the time of the next Commissioner's Meeting. Robinson also indicated Phase II of the 911 system was hooked up last week. He believes we are the first county in the state that can track mobile wireless phones. The test indicated accuracy within 750'.

IN THE MATTER OF SEMA DISTRIBUTION OF EMERGENCY
MANAGEMENT SUPPLIES FOR FIRE, EMS AND HAZARDOUS MATERIALS
TEAMS IN KOSCIUSKO COUNTY:

Ron Robinson indicated State Emergency Management Agency has equipment to supply for Fire Departments, Emergency Medical Services and Hazardous Materials Units in the county. He requested the Commissioner President sign the authorization to receive equipment.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES 3 NAYS: 0
UNANIMOUS

TO: APPROVE THE SIGNING OF THE
AUTHORIZATION TO RECEIVE THE
EQUIPMENT.

IN THE MATTER OF YELLOW BANKS ENCROACHMENT:

Linda Land, property owner at Yellow Banks, Webster Lake, presented information on an encroachment at the Commissioner's meeting held September 23rd. Land indicated there had previously been an encroachment agreement with the County on the property in question because a deck had been constructed by a previous owner. Old railroad ties have been replaced with a permanent retaining wall which encroaches into the public area

approximately 6'. The concrete wall was placed at the same place as the railroad ties. The area is 20' wide per plat information. The seawall has been increased 4-5' also. The Commissioners agreed to monitor the situation but to take no action at this time.

**IN THE MATTER OF RUTH VIRGINIA LILLY NICHOLAS VACATION
REQUEST CONTINUED FROM PREVIOUS MEETING:**

President Avis B. Gunter opened the floor indicating numerous letters and phone calls both for and against the vacation had been received by the Commissioners. She then opened the floor to any person who had not spoken previously.

Steven Lantz, Pier 56, 11717 N Ogden Point Road, a member of Dick Green's organized ad hoc committee indicated he had polled the people directly involved with the vacation request including the 300 people south and east of the Nicholas property. He stated there were 220 signatures not in favor of moving the road. Lantz asked that the Commissioners consider the people who actually use the road which would include the 300 South and East of the Nicholas property.

Lewis Dick Dickerhoof, 11699 N Ogden Point Road, indicated that in the initial poll 220 of 280 voted against any movement of the roadway. The names on the petition presented by the other side were not all residents of the area. Several owned property on the other side of the lake who do not actually use the road. He indicated the new more accurate poll of those who actually use the roadway indicate that the majority are not in favor of moving the road. He indicated that there were all kinds of thinking but that the bottom line is that the people who live there do not want the road moved.

Sandra Green, Pier 16, N Ogden Point Road presented a property owners listing sorted by pier number and marked with those in favor of the move and against the move. She stated the information she gathered indicated that most people do not want the road moved. Green stated she did not understand why the Commissioners did not care about the numbers, but the numbers show more oppose than favor the move.

Steve Snyder, representing Nicholas, indicated the request to vacate is statutory. Snyder stated allowing the vacation and relocation of the road for the benefit of the community, property owners, new road surface, better designed roadway, better and wider right of way and the inclusion of a multi purpose path made sense. He stated there are only four reasons for denying vacation requests. The only one that could be relevant is "significant inconvenience" Snyder cited the fact that the added length of roadway at 35 miles per hour will add 2.7 seconds travel time from Syracuse to the Spinks. He stated emergency travel time will not be affected. Snyder indicated the statements made by those opposing are not a basis for denial. He stated the gawking at the view as indicated by several was not a safe practice. He indicated the median in earlier renderings of the area to replace the vacated area have been removed. He indicated dry hydrant placement has been addressed. He stated that unless there is "significant" inconvenience, the vacation should be granted. He stated the benefits outweigh the disadvantages.

Dick Green, representing the parties against the vacation, indicated that of the 80+ cards provided by Snyder, 53 were from outside the affected area and some voted multiple times. Green indicated the count was 130 not to vacate and 31 to vacate in the affected area. Green indicated the people beyond the Spinks are the ones who really rely on the road. Others are not dependent on the road to access their home. He stated the Commissioners are expected to follow the law. He cited that in the vacation statutes there is no reference to a supplemental road being considered. The criteria for objection must be independent of road relocations. Green stated that comments must be taken on only the vacation and not on the road.

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Green indicated that a year ago in August, Commissioner Jackson wanted to hear what people had to say. At that meeting at the middle school he heard what the people had to say. At that time there were 23% in favor of the vacation and 77% against in a poll of the people that are most effected. Green implored the Commissioners put aside political pressure and manipulation by and of the press and to apply the law as obligated under the vacation statutes.

Steve Snyder indicated the law says the Commissioner may vacate with conditions. He indicated the new road plans are a condition of the vacation. He indicated that other roads have been vacated previously otherwise the county would never be able to move a road. He indicated the relocation would be subject to the County Highway Engineers approval in accordance with plans submitted.

Commissioner Brad Jackson stated he is not in favor of the petition to move the road but he can see the benefit to the county financially but believed the county should look beyond that to the wishes of the people in the area. He cited the numerous letters and phone calls he received. Jackson moved to deny the request. The motion died for lack of a second.



Commissioner Ron Truex indicated he was elected to represent all the people of the county not just the people of this area. Truex also attended the meetings and conducted his own independent poll in the area, personally speaking with residents. He indicated that the benefits far outweigh the negative impact. He supported the Area Plan Commission and County Engineer's recommendation to approve the vacation and approve the relocation of the roadway.

MOTION: RON TRUEX
SECOND: AVIS GUNTER
AYES: 2 NAYS: 1
UNANIMOUS

TO: APPROVE VACATION OF ROADWAY AS
REQUESTED BY RUTH VIRGINIA LILLY
NICHOLAS AND REQUIRE THE ROAD BE
KEPT OPEN AT ALL TIMES DURING THE
ROAD RELOCATION PROJECT WITH FINAL
APPROVAL BY COUNTY ENGINEER.

Being no further business to come before the Commissioners the meeting was adjourned.


AVIS GUNTER, PRESIDENT


BRAD JACKSON, MEMBER

RONALD TRUEX, MEMBER

ATTEST: 
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS

OCTOBER 22, 2002

The Kosciusko County Commissioners met for their regular meeting on October 22, 2002 at 9:00 A.M. in the Courtroom on the third floor of the Courthouse, 100 W Center St., Warsaw, IN.

Those present were:

AVIS B. GUNTER, PRESIDENT SUE ANN MITCHELL, COUNTY AUDITOR
RON TRUEX
BRAD JACKSON

President Avis Gunter invited Helen Hoy to open the meeting with a word of prayer. The pledge to the flag was recited. President Gunter called the meeting to order. Minutes were approved as presented. Claims were signed and approved for payment.

IN THE MATTER OF CLARK COUNTY PRISONERS INCARCERATION:

Kosciusko County Sheriff Aaron Rovenstine stated he agreed to help Clark County by housing ten of their prisoners at our facility. The County will be reimbursed at the same rate paid for state prisoners, \$35 per day plus medical.

IN THE MATTER OF SHERIFF'S DEPARTMENT DONATIONS:

Kosciusko County Sheriff Aaron Rovenstine gave thanks to those businesses and individuals who donated money to the Sheriff's Department. This money has helped the Sheriff's Department purchase nine bulletproof vests, which need to be replaced every five years. The donations also helped in the purchase of a rescue truck from Plain Township to be used by divers. Rovenstine emphasized his department was not soliciting donations.

IN THE MATTER OF INDIANA GUARD RESERVE REQUEST TO USE THE COURTHOUSE LAWN:

Auditor Sue Ann Mitchell presented a request from Greg Smith to use the Courthouse lawn at either the World War II Memorial or the Cannon for swearing in four reserve recruit candidates. Smith indicated the ceremony would be short and would not be disruptive. No date has been set for the event.

MOTION: BRAD JACKSON	TO: APPROVE THE USE OF THE
SECOND: RON TRUEX	COURTHOUSE LAWN FOR
AYES: 3 NAYS: 0	SWEARING IN OF RESERVE
UNANIMOUS	RECRUIT CANDIDATES.

IN THE MATTER OF COUNTY HEALTH INSURANCE:

Auditor Sue Ann Mitchell presented information on County Health Insurance Plan. Ron Truex stated the proposal is very competitive, better than most he has seen recently.

KOSCIUSKO COUNTY
TPA: KEY BENEFIT ADMINISTRATORS (INDIANAPOLIS)
EFFECTIVE JANUARY 1, 2003

NETWORK:

Choice of Lutheran Preferred or Signature Care.

MAJOR MEDICAL BENEFITS:

<i>In Network</i>	<i>Out Of Network</i>
Deductible: EE/Fam \$250/\$500	\$500/\$1,000

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Co-insurance	80/20 - \$5,000	60/40 - \$5,000
Out of Pocket: EE/Fam	\$1,250/\$2,500	\$2,500/\$5,000
Hospital deductible/admission	0	\$250

PLAN MAXIMUM: \$1,000,000

HOSPITAL BENEFITS:

Room & Board	Major Medical
Miscellaneous charges	Major Medical
Outpatient Sickness (Emergency Room)	\$75 Co-pay
Outpatient Accident (Emergency Room)	\$75 Co-pay

PHYSICIAN BENEFITS:

Surgical Charges	Major Medical
In Hospital Visits	Major Medical
Diagnostic X-Ray/Lab	Major Medical
Office Visits	Major Medical
	\$15 Co-pay

OTHER BENEFITS:

Well Baby/Nursery Charges	No/Yes
Prescriptions Retail:	\$10 Generic/\$20 Brand but not less than 20%
Mail Order:	\$20 Generic/\$40 Brand but not less than 20%
	(Maximum employee annual out-of-pocket for Rx = \$1,000)

M/N & D/A: (benefits not applicable to stop loss)
Inpatient/Lifetime M&N/D&A 80%; 20 days per year/60 days lifetime
Outpatient/Annual M&N/D&A 50%/25 visits per year

COMMENTS: Preventive is paid at 80% to \$150 for one visit/year for age 16+
Pre-certification of hospital admissions required or \$250 penalty

MOTION: RON TRUEX TO: APPROVE HEALTH INSURANCE
SECOND: BRAD JACKSON PLAN AS PRESENTED.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF JUSTICE BUILDING FURNITURE PURCHASE:

Auditor: Sue Ann Mitchell presented information provided by County Administrator Ron Robinson. She indicated furniture in the amount of approximately \$140,000 is still needed. Purchases will be made from Infusion in Fort Wayne and a local vendor.

IN THE MATTER OF ARROWHEAD INFORMATION PRESENTATION:

Bob Knudsen, Kosciusko County Representative, presented an Arrowhead Program brochure that evaluated the services since 1974. He stated the brochure listed covered programs.

IN THE MATTER OF REPEAL OF STOP SIGNS AT 325 E AND CSX RAILROAD AND 700 E NEAR 950 S: OR 2003012127

Rob Ladson, County Highway Superintendent/Engineer, indicated the lights and gates have been installed at 325 E and CSX Railroad. There is a stop sign at the railroad track the needs to be removed requiring the repeal.

MOTION: RON TRUEX TO: REPEAL STOP SIGN AT 325 E AND CSX
SECOND: BRAD JACKSON RAILROAD CROSSING.
AYES: 3 NAYS: 0
UNANIMOUS

ORDINANCE 02-10-24-SI

An Ordinance establishing "Stop" signs at various County Road intersections within Kosciusko County, Indiana; and

WHEREAS, THE BOARD OF COMMISSIONERS of the County of Kosciusko has the power to regulate the use of the public ways and rights-of-ways; and

WHEREAS, THE BOARD OF COMMISSIONERS has the authority to establish Stop signs on County Highways; and

WHEREAS, THE COUNTY HIGHWAY Engineering Department has performed a traffic study at the aforementioned road intersection in accordance to the State of Indiana Uniform Traffic Control Manual and hereby recommend "Stop" signs be repealed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the County of Kosciusko as follows:

1. Ordinances #00-S016, Item #6. Repeal "Stop" signs on CR 325 E. at the railroad tracks, on the southeast and northwest corners. Lights and gates installed.
2. Ordinance #00S015, Item #13. Repeal "Stop" signs on CR 700 E., north of CR 950 S. at the railroad tracks, on the southeast and northwest corners. Lights and gates installed.

THIS ORDINANCE shall be in full force and effect on October 22, 2002. Passed and adopted by the Board of Commissioners of the County of Kosciusko this 22nd day of October 2002.

Ladson also mentioned that Vanness Road is the next crossing to have gates and lights installed. He will return to the Commissioners for sign removal ordinance when work is complete and lights and gates are functional.

IN THE MATTER OF SNOW PLOWING POLICY DRAFT:

Rob Ladson County Highway Engineer presented a snow policy draft, which incorporates what is already being done. Since the Highway Department is not available 24 hours a day, the plan sets guidelines about when workers should start plowing and for how long. Ladson would like to include a provision that allows for contracting private contractors for snow removal. Contractors would have specific Sub Divisions to plow thus eliminating confusion about who is to plow where. Cost is the bigger issue that cannot be estimated. Ladson is working on a draft for snow route establishment. No action was taken.

IN THE MATTER OF COMMITTEE FOR LOCAL TECHNICAL ASSISTANCE PROGRAM (LTAP) COUNTY STANDARDS:

Rob Ladson, County Highway Superintendent/Engineer, has served on an LTAP Committee. LTAP plans to use Kosciusko County's mailbox standards in a presentation at the Commissioners Conference. Ladson learned of Hamilton County's owner's guide, which gives right-of-way information, defines what the right-of-way is and states what actions are and are not allowed in the right-of-way. He presented a draft for Kosciusko County to the Board of Commissioners.

IN THE MATTER OF BRIDGE 290 LAND ACQUISITION:

Rob Ladson, County Highway Superintendent/Engineer, advised the Commissioners an appraiser for right-of-way acquisition for bridge 290 must be selected. Commissioners can delegate Ladson as land buyer. Homeowner can accept or reject price offered. A counter offer can be made. If no acceptable price can be agreed to, the land may be acquired by condemnation by the County. Ladson asked if the Commissioners wanted multiple appraisals or just one. Commissioners agreed one appraisal would be sufficient.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE ROB LADSON AS LAND
BUYER FOR BRIDGE 290 PROJECT.

IN THE MATTER OF COUNTY HIGHWAY TRASH REMOVAL:

Rob Ladson, County Highway Superintendent/Engineer, made a request originally to switch to Waste Management for trash removal as a cost savings. Waste Management failed to return his phone calls. Ladson researched Ameri-Waste rates and found them to be cheaper than Waste Management.

MOTION: RON TRUEX TO: APPROVE COUNTY HIGHWAY TO USE
SECOND: BRAD JACKSON AMERI WASTE FOR TRASH REMOVAL.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF GATKE PROPERTY TRANSFER:

Kosciusko County Auditor Sue Ann Mitchell presented forms required to finalize the conveyance of the Gatke property to Warsaw City. Mike Miner had previously reviewed the documents for content.

**RESOLUTION OF
THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY
AUTHORIZING THE TRANSFER OF REAL PROPERTY**

At a hearing properly advertised and held the 22nd day of October 2002 at 9 o'clock a.m. at the Old Courthouse Court Room in Warsaw, Indiana, the Kosciusko County Commissioners adopted the following Resolution:

Resolved:

1. That the real estate described herein will be transferred to the City of Warsaw, Warsaw, Indiana. Said real estate is described as follows:

A tract of land in the Northeast Quarter of Section 16, Township 32 North, Range 6 East, Kosciusko County, Indiana, more particularly described as follows:

Commencing at a point 562.73 feet South of the Northeast corner of said Section 16; thence North 63°32' West, 417.4 feet to an iron pin and the point of beginning; thence South 27°44'00" East, 307.50 feet (rec. 306.7 feet) to a railroad spike; thence South 20°18'20" West, 50.36 feet to an iron pin on the Northerly right-of-way of the Conrail Railway (formerly Pittsburgh, Fort Wayne and Chicago Railway Company); thence North 69°42'00" West, along said Northerly right-of-way, 450.26 feet (rec. 450 feet) to the West line of McKinley Street extended South; thence North 00°32'30" East, along said West line, 17.49 feet (17.4' recorded) to the

IN THE MATTER OF REIDEL/GOSHERT REZONING:

OR 2003012193

Dan R. chards, Area Plan Commission Director, presented the rezoning of Reidel/Goshert property from environmental to agricultural. The property lies along County Road 350 W near US 30 in Prairie Township. Owners plan to build one home on the 21.05 acres. There were no remonstrators.

MOTION: RON TRUEX TO: APPROVE REZONING OF REIDEL/
SECOND: BRAD JACKSON GOSHERT PROPERTY FROM
AYES 3 NAYS: 0 ENVIRONMENTAL TO AGRICULTURAL.
UNANIMOUS

ORDINANCE NO. 02-10-22-01

AN ORDINANCE AMENDING, AND TO AMEND
THE ZONING ORDINANCE OF KOSCIUSKO
COUNTY, INDIANA

BET IT ORDAINED BY THE BOARD OF COMMISSIONERS OF
KOSCIUSKO COUNTY, INDIANA:

ARTICLE 1

Section 1. That the Kosciusko County Zoning Ordinance heretofore passed and adopted by the Board of Commissioners of Kosciusko County, Indiana, be and the same is hereby amended in the particulars hereinafter set forth.

Section 2. That certain tract of land situate in Kosciusko County, Indiana, now lying without the corporate limits of any City or Town and under the jurisdiction of the Kosciusko County Area Plan Commission, as a part of the Comprehensive Plan for Kosciusko County, Indiana; to-wit:

Government Lot Numbered 2, being the Southwest fraction of the southeast quarter of Section 35, Township 33 North, Range 5 East, less and excepting therefrom a tract of land in the Southwest fractional Quarter of the Southeast Quarter of Section 35, Township 33 North, Range 5 East in Prairie Township, Kosciusko County, Indiana, also know as Government Lot #2, described as follows:

Beginning at a point on the South line of said Quarter Section being North 88 degrees 58 minutes 20 seconds East 752.75 feet of the Southwest corner of said Southeast Quarter; thence North 1 degree 15 minutes West 200 feet; thence North 88 degrees 58 minutes 20 seconds East 210 feet; thence South 1 degree 15 minutes East 200 feet to the South line of Quarter Section; thence South 88 degrees 58 minutes 20 seconds West on said South line 210 feet to the point of beginning.

The above tract contains 0.964 Acres more or less and subject to County Road 200 North right-of-way along the South side thereof.

Ten (10) feet of equal width off of the entire North side of said Real Estate is subject to an easement for utility purposes.

Also excepting therefrom: Commencing at the Southwest corner of the Southeast Quarter of Section 35, Township 33 North, Range 5 East, being a railroad spike located at the intersection of County Roads 350 West and 200 North; thence North 88 degrees 58 minutes 20 seconds East, 661.75 feet along the South line of said Section also being the center line of County Road 200 North to a PK Nail and the point of beginning; thence North 1 degree 15 minutes West, 200.0 feet to an

iron pin; thence North 88 degrees 58 minutes 20 seconds East, 91.0 feet to a point; thence South 1 degree 15 minutes East, 200.0 feet to a PK Nail located on the South line of said Section, thence South 88 degrees 58 minutes 20 seconds West, 91.0 feet to the point of beginning, and containing .42 acre, more or less, containing after said exceptions 57.536 acres, more or less.

Be, and the same is herby, removed from classification as an Environmental District and subject real estate shall be reclassified and rezoned as an Agricultural District within the limitations, definitions and description of the Kosciusko County Zoning Ordinance.

Section 3. That the Ordinance Administrator, pursuant to said Zoning Ordinance be, and he is herby authorized to issue Location Improvement Permits and Certificates of Occupancy with reference to the construction and improvements upon said described real estate so long as applications theretofore comply with the Kosciusko County Zoning Ordinance and upon compliance with all applicable rules and regulations of the State of Indiana and local authorities, as the same may be applicable to the construction of streets, parking facilities, storm sewers, drains, sidewalks and sewer and water facilities.

ARTICLE 2

Section 1. This ordinance shall be in full force and effect from and after its passage. Passed and adopted at a regular and duly constituted meeting of the Board of Commissioners of Kosciusko County, Indiana, on 22nd day of October 2002.

IN THE MATTER OF GARY GREEN, TURKEY CREEK TOWNSHIP ENCROACHMENT AGREEMENT:

Matt Sandy, Area Plan Commission Assistant Director, presented information on an encroachment. Gary Green built a garage the right-of-way. There was an existing garage he originally planned to renovate. Into the project he realized the garage would have to be rebuilt. When the structure was rebuilt, it was discovered it was on a right-of-way. The Board of Appeals does not have authority to authorize a structure in right-of-way. Sandy suggested an encroachment agreement. Steve Snyder represented Gary Green. He purchased the condemned property and wanted to make it livable, so he rehabbed the property. Green was told that no permit was needed for remodeling. He remodeled/rebuilt the new garage on the existing slab. The neighborhood supported improvement of the lot. The corner of the garage is in the right-of-way. Minnam Ridings, former Township Assessor employee, stated the County Surveyor changed property lines, and the plat was shifted three feet several years ago. Snyder asked that the Commissioners allow the garage to stay where it is. If it burns down or is destroyed by some act of God, the garage has to be relocated. Rob Ladson, County Highway Superintendent/Engineer stated the right-of-way is a non County maintained right-of-way. Ladson stated he saw no problem.

MOTION: BRAD JACKSON TO: APPROVE ENCROACHMENT FOR
SECOND: RON TRUEX GARY GREEN, TURKEY CREEK FOR
AYES: 3 NAYS: 0 GARAGE BUILT ON RIGHT-OF-WAY.
UNANIMOUS

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of October, 2002, between **THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA** ("County") and **GARY W. GREEN**, over the age of 18 ("Green").

**SECTION I
RECITALS**

- 1.1 The following recitals are a material part of this Agreement.
- 1.2 Green is the owner of the following described real estate in Kosciusko County, Indiana, to-wit:

Lot 8 in Jarret's First Addition to Yacht Harbor in Section 24, Township 34 North, Range 7 East, as found on record in the Recorder's Office of Kosciusko County, Indiana and a part of Lot 7 in Jarret's First Addition to Yacht Harbor in Section 24, Township 34 North, Range 7 East and described as follows:

Beginning at the Northwest corner of said Lot #7, thence Southeasterly to the Northeast corner of said Lot, thence Southwesterly to the Southerly lot line on Channel Avenue, thence Westerly 14 feet to a point on the Southerly Lot line on Channel Avenue, thence in a line to the Northwest corner of said Lot. ("Green Lot")
- 1.3 County maintains jurisdiction over public rights-of-way in Kosciusko County, Indiana.
- 1.4 A portion of the garage on the Green Lot encroaches onto the right-of-way of Channel Avenue, as shown on the survey of Michael C. Vodge dated March 18, 2002 and attached as Exhibit A. ("Encroachment")
- 1.5 The parties desire to make provision for the continued existence of the Encroachment.

**SECTION II
CONSIDERATION**

- 2.1 The consideration for this Agreement is One Dollar (\$1.00) and the mutual covenants contained herein.

**SECTION III
TERMS**

- 3.1 The Encroachments shown on Exhibit "A" shall be allowed to continue in their current location for so long as the Encroachments function for the purposes intended or can be repaired to continue to so function. In the event County desires to improve Channel Avenue, on ninety days written notice, Green shall remove that portion of the Encroachment located in the right-of-way of Channel Avenue. In the event the Encroachments cannot be repaired, if they are replaced, they shall be located wholly within the boundaries of the Green Lot.

- 3.2 Green shall be entitled to make routine repairs and perform routine maintenance on the Encroachments.


**SECTION IV
MISCELLANEOUS**

- 4.1 This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns and shall be enforceable with attorney's fees and without relief from valuation or appraisal laws.
- 4.2 This Agreement shall be recorded in the Office of the Recorder of Kosciusko County, Indiana.


October 22, 2002
Page 9 of 9

IN WITNESS WHEREOF, the parties have executed this Agreement the day above written.

Being no further business to come before the Commissioners the meeting was adjourned.


AVIS GUNTER, PRESIDENT


BRAD JACKSON, MEMBER


RONALD TRUEX, MEMBER

ATTEST: 
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS NOVEMBER 4, 2002

The Kosciusko County Commissioners met for their regular meeting on November 4, 2002 at 9:00 A.M. in the Courtroom on the third floor of the Courthouse, 100 West Center St., Warsaw, IN.

Those present were:

AVIS B. GUNTER, PRESIDENT	SUE ANN MITCHELL, COUNTY AUDITOR
RON TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

President Avis Gunter invited Rob Ladson to open the meeting with a word of prayer. The pledge to the flag was recited. President Gunter called the meeting to order. Minutes were approved as presented. Claims were signed and approved for payment.

IN THE MATTER OF ROAD NAME CHANGE:

CR 2003090807 *CR 2003012136*
Lee Taylor, Area Plan Commission, presented that in the Atlantis Villas Subdivision, two roads were misspelled. Santorina = A to I; Creete = one E

MOTION: BRAD JACKSON	TO: APPROVE NAME CHANGES OF
SECOND: RON TRUEX	STREETS.
AYES: 3 NAYS: 0	
UNANIMOUS	

ORDINANCE NO. 02-11-04

AN ORDINANCE TO AMEND THE KOSCIUSKO COUNTY CODE OF KOSCIUSKO COUNTY, INDIANA, REGARDING STREETS, ADDRESSES, AND LOCATIONS:

WHEREAS, Kosciusko County, Indiana, administers the location addressing system for the purpose of improving and promoting emergency services to all residences of the county, and,

WHEREAS, Kosciusko County, Indiana, maintains a central record of streets, street names, street locations, and addresses:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF KOSCIUSKO COUNTY, INDIANA, AS FOLLOWS:

1. The streets in Atlantis Villas Subdivision, Plat book 12, page 6, originally platted and labeled as "Santorina Drive" and "Creete Drive" were misspelled.
2. The Plat Proprietor has presented an affidavit correcting the spelling of the street names, a copy of which affidavit has been or will be recorded and cross-indexed to the Plat, and a copy of which is attached to this Ordinance.
3. The right-of-way which was platted as "Santorina Drive" in the Plat of Atlantis Villas, Plat book 12, page 6, is hereby renamed for the purpose of correcting the spelling, as "Santorini Drive."
4. The right-of-way which was platted as "Creete Drive" in the Plat of Atlantis Villas, Plat book 12, page 6, is hereby renamed for the purpose of correcting the spelling, as "Crete Drive."

Taylor introduced Amy Irwin, a new employee in the Area Plan Commission Office.

IN THE MATTER OF KABS CONTRACT:

Rita Baker, KABS, presented contracts for the KABS Operational and Capital Grants to the Commissioners for approval. KABS will purchase two buses for 2003. A grant from K 21 for the local match has been approved so the buses are fully funded. KABS will be purchasing a 20 passenger bus for pick ups around the County and a BOBC, big bus, for town pick ups. Baker presented the Quarterly Operating Financial Status Report 7-1-02 through 9-30-02; Capital Financial Status Report 7-1-02 through 9-30-02; and Contract Invoice Voucher. The fiscal year end audit was also received and approved.

MOTION: RON TRUEX TO: APPROVE THE SIGNING OF REPORTS.
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF TREES CLEARED IN RIGHT-OF-WAY AT PALESTINE LAKE:

Rob Laddson, County Highway Superintendent/Engineer, presented information concerning a property owner on Palestine Lake who removed some trees in the right-of-way. He has asked the Commissioners to approve a permit. Commissioners approved Laddson to sign permit.

MOTION: RON TRUEX TO: GIVE PERMISSION FOR LADSON TO
SECOND: BRAD JACKSON SIGN PERMIT FOR RIGHT-OF-WAY.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF MAXWELTON HILLS SUBDIVISION 560 EAST:

Rob Laddson, County Highway Superintendent/Engineer, presented information concerning Maxwellton Hills Subdivision 560 East has been brought up to County standards. Signs have been added and ditches have been cleaned. Laddson stated it was ready for County maintenance

MOTION: BRAD JACKSON TO: APPROVE COUNTY ROAD MAINTENANCE
SECOND: RON TRUEX FOR MAXWELTON HILLS SD.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF FIRST COMMUNICATIONS LONG DISTANCE SERVICE:

Ron Robinson, County Administrator, recommended a change to First Communications as long distance carrier. Commissioners approve to go with First Communications. Clean up of numbers will occur before Robinson, County Administrator and Mitchell, County Auditor approve. Commissioners gave Robinson their "OK" to go with First Communications as the County's long distance carrier.

IN THE MATTER OF MEDICAL-COBRA RATES:

Ron Robinson, County Administrator, presented that Single COBRA Rates have increased \$10.75 and Family has increased \$31.35. The rates will be \$27.17 Single per pay and \$ 70.15 Family per pay. The Commissioners will pay 84% of the premiums due. This means the employees will be paying 16% of the cost of insurance. Robinson and Mitchell have talked to other providers and no one can come close in cost. Robinson stated the increase is lower because the deductibles have been increased.
MOTION: RON TRUEX TO: APPROVE COBRA RATES FOR.
SECOND: BRAD JACKSON MEDICAL INSURANCE.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF INTEGRATED DATA CONTRACT:

Ron Robinson, County Administrator, presented a contract for dispatch for IDACS. The last company the County contracted with went out of business. Integrated Data is picking up the accounts at no cost increase.

MOTION: RON TRUEX TO: APPROVE USE OF INTEGRATED DATA
SECOND: BRAD JACKSON FOR DISPATCH.
AYES: 3 NAYS: 0
UNANIMOUS

MASTER MAINTENANCE AGREEMENT

An agreement between Kosciusko County Central Dispatch and Integrated Data Systems (IDS) dated this 21st day of October, 2002.

Integrated Data Systems, Inc. hereby certifies the following:

- a. IDS will provide IDACS maintenance services for Kosciusko County Central Dispatch, effective upon receiving a signed copy of this agreement.
- b. IDS will fulfill the remaining term of the previous provider(s) maintenance agreement as written, including service and parts repair and/or replacement without additional cost to Kosciusko County Central Dispatch.
- c. In return, Kosciusko County Central Dispatch agrees to consider IDS for a full term renewal of IDACS maintenance when it is due. If your former contract has expired, you will be billed by us. Upon our receipt of this signed agreement, you will receive the entire contract for your records. If you elect not to sign with us, simply ignore this document and any billings you may receive.

IN THE MATTER OF FURNITURE FOR THE JUSTICE BUILDING:

Ron Robinson, County Administrator, presented that Circuit and Superior 1 and receptionist will be moved to new locations on November 12. Housekeeping is in the process of cleaning and dusting so heat can be activated. The Sheriff's Department will be moved the middle to end of December. Maintenance plus trustees from jail are cleaning, dusting, and painting to help save costs and get everyone moved into their new offices

IN THE MATTER OF HOLIDAYS FOR 2003:

Sue Ann Mitchell, Kosciusko County Auditor, presented the 2003 holidays to the Commissioners for approval. The 2003 holidays include twelve holidays and two floating holidays, one between January and June and another between July and December.

**KOSCIUSKO COUNTY
2003 HOLIDAYS**

WEDNESDAY	JANUARY 1	NEW YEARS DAY
FRIDAY	APRIL 18	GOOD FRIDAY
TUESDAY	MAY 6	ELECTION DAY
MONDAY	MAY 26	MEMORIAL DAY
FRIDAY	JULY 4	INDEPENDENCE DAY
MONDAY	SEPTEMBER 1	LABOR DAY
TUESDAY	NOVEMBER 4	ELECTION DAY
TUESDAY	NOVEMBER 11	VETERANS DAY
THURSDAY & FRIDAY	NOVEMBER 27&28	THANKSGIVING
THURSDAY & FRIDAY	DECEMBER 25 & 26	CHRISTMAS
WEDNESDAY	JANUARY 1	NEW YEARS DAY

1 floating holiday 1st 6 months
1 floating holiday 2nd 6 months

MOTION: BRAD JACKSON TO: APPROVE 2003 HOLIDAYS AS
SECOND: RON TRUEX PRESENTED.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF COMMISSIONERS MEETING DATES FOR 2003:

Sue Ann Mitchell, Kosciusko County Auditor, presented the 2003 schedule for Commissioners Meeting dates to the Commissioners for approval. Meetings will be held bi-weekly on Tuesdays at 9:00 a.m. in the Old Courtroom. Meetings will be held on Mondays for those holidays that fall on the day of a Commissioners Meeting.

**COMMISSIONERS MEETINGS
BI WEEKLY TUESDAYS**

9AM
3RD FLOOR, OLD COURTROOM
JANUARY 14, 28 JULY 1, 15, 29
FEBRUARY 11, 25 AUGUST 12, 26
MARCH 11, 25 SEPTEMBER 9, 23
APRIL 8, 22 OCTOBER 7, 21
MAY 5, 20 NOVEMBER 3, 18
JUNE 3, 17 DECEMBER 2, 16 & 30

November 4, 2002

Page 5 of 6

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE COMMISSIONERS
MEETING DATES FOR 2003.

IN THE MATTER OF THE CHRISTMAS PARTY AND SWEARING IN CEREMONIES:

Sue Ann Mitchell, Kosciusko County Auditor, suggested the Christmas party and swearing in ceremony be held on the same day for convenience. The Christmas party will be held December 17, 2002 and the ceremony will be the same day at 11:00 a.m.

TO: APPROVE CHRISTMAS PARTY AND
SWEARING IN CEREMONY DATE.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

**IN THE MATTER OF AREAS OF KOSCIUSKO COUNTY SERVED BY
MEDIACOM CABLE TV:**

Sue Ann Mitchell, Kosciusko County Auditor, presented to the Commissioners maps of the County showing what areas Mediacom serves. Mitchell suggested a GIS Layer that shows areas in more detail. There was some question on the map provided by Mediacom. Mitchell was instructed to contact Mediacom for clarification.

IN THE MATTER OF SOUTHGATE PARK VACATION REQUEST:

OR 2003090801

Mike Arney, presenting AJP RV requested a road vacation in Southgate Park in Washington Township. The petitioners will be able to have a better layout for buildings. The landowners requesting the vacation put up a gate without permission from the County. The gate was not an issue to the County at the time since they maintained the roadway and owned on both sides of the roadway.

Chris Kehler, representing other area property owners, spoke in opposition to the vacation. Kehler indicated that the road should be shortened and the cu-de-sac moved and included on the petitioner's land. The aerial photo is unpaved but the road has since been paved. County Highway does not oppose vacation. Rob Ladson, County Highway Engineer indicated that if the cul-de-sac is moved, it must meet the following requirements:

1. Cul-de-sac must be 150 feet in diameter.
2. Cul-de-sac must be paved using gravel and asphalt.
3. Petitioner must have a drainage plan for the cul-de-sac.
4. Cul de sac must have an 85 feet radius for right-of-way.

If the above listed requirements are met, the road will be maintained by the County Highway Department. Dan Richards, Area Plan Commission Director, stated that approval from EMS, APC, Sheriff, and County Highway was received.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE VACATION CONTINGENT
UPON COMPLETION OF CUL DE SAC
TO THE COUNTY HIGHWAY
SUPERINTENDENT/ENGINEER'S
APPROVAL.

November 4, 2002

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Being no further business to come before the Commissioners the meeting was adjourned.

Avis Gunter
AVIS GUNTER, PRESIDENT

Brad Jackson
BRAD JACKSON, MEMBER

Ronald Truex
RONALD TRUEX, MEMBER

ATTEST: *Sue Ann Mitchell*
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS

NOVEMBER 19, 2002

The Kosciusko County Commissioners met for their regular meeting on November 19, 2002 at 9:00 A.M. in the Courtroom on the third floor of the Courthouse, 100 West Center St., Warsaw, IN.

Those present were:

AVIS H. GUNTER, PRESIDENT
RON TRUEX
BRAD JACKSON

SUE ANN MITCHELL, COUNTY AUDITOR
RON ROBINSON, COUNTY ADMINISTRATOR
MIKE MINER, COUNTY ATTORNEY

President Avis Gunter invited Rob Ladson to open the meeting with a word of prayer. The pledge to the flag was recited. President Gunter called the meeting to order. Minutes were approved as presented. Claims were signed and approved for payment. Justice Building Claim # 37 was approved for payment.

IN THE MATTER OF ELECTION UPDATE:

Sharon Christner, Kosciusko County Clerk, presented information about the new voting machines. With new legislation passed, Christner believed that 95% of money spent to purchase a voting machine would be reimbursed by the Federal Government leaving the County only 5% to pay. The reimbursement money would be paid to the County over a period of years. Each year the County must reapply for the reimbursement. By 2004, the County must be updated from the punch card voting machines. Christner and the election board recommended purchase from ES&S. It offers a touch screen, headsets, and brail. The standard is to have one ES&S machine for every 250 voters. The application and resolution for federal funding must be turned in by January 1, 2003. If paperwork is not turned in by January 1, 2003, the county would be considered in the next reimbursement period. Christner has price comparisons for several different voting machines. She noted there was a possibility of leasing, but is unsure about how much it would cost. It was questioned that if new machines were not purchased, would the vote count? No answer was known. The Commissioners are going to meet with Christner before the next Commissioners meeting to get a better understanding of all the facts involved before a decision is made. The signing of the resolution was tabled until their next meeting.

November 19, 2002

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The wage rates as set forth by the Kosciusko County Board of Commissioners are the minimum and shall not prevent the contractor or subcontractor from paying a higher rate of pay. Furthermore, the wage rates are established on the date signed. If the project is not awarded within 365 days, another committee meeting shall be required.

IN THE MATTER OF COUNTY HIGHWAY ON CALL LIST FOR 2003:

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, presented to the Commissioners the new On Call List for the year 2003.

IN THE MATTER OF ROADS READY FOR FULL COUNTY MAINTENANCE:

CR 2003 012142

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, stated Westerner Winds Drive and Lantern Road in the North Winds Subdivision Phase I has met county standards and is ready for county road maintenance.

MOTION: BRAD JACKSON TO: APPROVE TWO ROADS IN NORTH
SECOND: RON TRUEX NORTH WINDS SUBDIVISION PHASE I
AYES: 3 NAYS: 0 FOR COUNTY MAINTENANCE.
UNANIMOUS

IN THE MATTER OF ROAD MAINTENANCE FOR SNOW PLOWING FOR NORTH WINDS SUBDIVISION PHASE 4:

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, requested the following roads in North Winds Subdivision Phase 4 be plowed but not accepted for final maintenance until issues are corrected: Southwinds Trails, Old Fort Road, and Westerner Winds Drive. These roads would be plowed for one year then Ladson would evaluate the condition of the subdivision and bring back to the Commissioners for final approval.

MOTION: RON TRUEX TO: APPROVE SNOW PLOWING FOR
SECOND: BRAD JACKSON ONE YEAR ONLY.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF LIGHTS AND GATES AT COUNTY FARM ROAD:

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, presented Kosciusko County received a notice from the State that in 1999, the County was working with the State in putting lights and gates up on County Farm Road. At the time, the County was paying 10% of the project and the State was paying the rest. Now the State is picking up that 10%. The County paid a little over \$14,000 for the project. The project cost less than was anticipated so the County is getting a \$330 refund for the difference.

MOTION: RON TRUEX TO: APPROVE REFUND.
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF COUNTY ROADS IN LEE LAND ADDITION BEING REMOVED FROM THE MAINTENANCE INVENTORY:

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, requested roads in Lee Land Addition be removed from maintenance list because the County no longer maintains them. Those roads are located east of CR 850 E and include CR 454 and CR 852.

MOTION: RON TRUEX TO: APPROVE REMOVAL OF ROADS LISTED
SECOND: BRAD JACKSON FROM MAINTENANCE LIST.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF CR 300 EAST AND RAILROAD STOP SIGN REPEAL: *CR 2003 012128*

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, stated that lights and gates have been installed at the CSX Railroad Crossing on 300 East on the west side of Syracuse. Because the lights and gates are functional, the stop sign needs to be repealed.

MOTION: BRAD JACKSON TO: REPEAL STOP SIGN AT COUNTY ROAD
SECOND: RON TRUEX 300 EAST.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF CR 250 EAST AND RAIL ROAD STOP SIGN REPEAL: *CR 2003 012129*

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, informed the Commissioners that lights and gates have been installed at 250 East and the railroad crossing. Because the lights and gates have been installed, the stop sign needs to be repealed.

MOTION: RON TRUEX TO: REPEAL STOP SIGN AT 250 EAST.
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF SNOW AND ICE CONTROL POLICY:

CR 2003 012140
Rob Ladson, Kosciusko County Highway Superintendent/Engineer, indicated that not much has changed with the County Show and Ice Control Policy. It does include a provision for contracting out snow that was previously not included.

MOTION: RON TRUEX TO: APPROVE SNOW AND ICE CONTROL
SECOND: BRAD JACKSON POLICY INCLUDING APPROVAL TO.
AYES: 3 NAYS: 0 CONTRACT OUT SOME OF THE
UNANIMOUS WORK.

IN THE MATTER OF PILOT PROGRAM:

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, presented information on the pilot program for contracting out snow removal areas. In order to pay the contractors, Ladson indicated the budget would need to be increased (Ladson not in favor of) or transfer funds from overtime account for next month and a half. Ladson has several contractors interested in the job. Enchanted Hills would be a subdivision the County could contract out to free up the Highway Department to plow main roads. The contractors would be put on a call list just like the Highway Department employees. Ladson will outline requirements, and require insurance. There needs to be some assurance to contractors that they will be appropriately compensated. Ladson must go to Council in order to transfer funds. He requested the support of the Commissioners. They agreed with requesting the transfer of funds and agreed with the concept of contracting for some snow removal.

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IN THE MATTER OF TREE BLOCKING VISIBILITY AT ROAD INTERSECTION:

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, presented a tree that is on private property, but its branches hang into the right-of-way blocking visibility. Ladson sent a certified letter to the homeowner, but it came back. Ladson also sent a regular letter, but no reply. Mike Miner explained the County's right and obligation to keep obstructions clear of right-of-way. Being that it is a safety issue, the County has the right to require the branches be removed. Ladson suggested trimming low on the truck of the tree. It is the counties duty to clearly establish the right of way and take responsibility to protect people driving.

IN THE MATTER OF SHERIFF'S CONTRACT:

Sue Ann Mitchell, Kosciusko County Auditor, presented the Sheriff's Contract for 2003 in the amount of \$80,757 which is a 2.5% increase.

MOTION: RON TRUEX TO: APPROVE SHERIFF'S CONTRACT AT A.
SECOND: BRAD JACKSON 2.5% INCREASE OVER 2002 AT \$80,757.
AYES: 3 NAYS: 0
UNANIMOUS

SHERIFF'S SALARY CONTRACT *Revised # 20030121/32*

This agreement entered into as of the first day of January 2003, by and between C. Aaron Rovenstine, Sheriff of Kosciusko County Council ("the Council") and the Board of Commissioners of Kosciusko County ("the Commissioners"); the Council and Commissioners being thereafter collectively referred to as "the County", WITNESSETH:

By way of background, the Sheriff is entitled to fees for the collection of tax warrants (as described in I.C. 6-8.1-8-3) and is entitled to fees for the providing of meals to prisoners housed in the county jail (pursuant to I.C. 36-8-10-7) as well as a salary fixed annually by the Council;

By way of further background, certain difficulties have arisen concerning the treatment of fees received by the Sheriff for the feeding of prisoners under I.C. 36-8-10-7, particularly with regard to whether or not those fees are to be included on the Sheriff's W-2 form, such that those uncertainties create difficulties for the Sheriff as well as the County;

By way of further background, the Legislature of the State of Indiana recognizing the above difficulties and wishing to address those difficulties and provide a solution therefore did in 1993 enact I.C. 36-2-13-2.5;

By way of further background, the Sheriff and the county believe that it would be in the best interest of the Sheriff and the County to provide for a fixed amount of compensation for the Sheriff in lieu of the Sheriff's receipt of fees provided for in I.C. 6-8.1-8-3 and I.C. 36-8-10-7 and the Sheriff is willing to assign to the County those fees; and

By way of further background the County, in consideration of the Sheriff's assignment of such fees to the County is willing to approve a fixed amount of compensation for the Sheriff;

NOW, THEREFORE, in consideration of mutual covenants and conditions recited

1. The Sheriff shall assign to the County and from time to time deposit in the County General Fund any and all fees he is otherwise entitled to receive as collection fees pursuant to Indiana Code Section 6-8.1-8-3.

2. The Sheriff shall assign to the County all fees from prisoner's meal allowances received under I.C. 36-8-10-7, with said fees to be the sole and absolute property of the County and not deemed as compensation for employment under I.R.C. & 31.3121(a)-2(a), (b).
3. The county hereby established a fixed amount of compensation for the Sheriff in the amount of Eighty Thousand Five Hundred Seventy Five Dollars (\$80,575.00) for the calendar year 2003. It is understood that the Sheriff's fixed amount of compensation under I.C. 6-8-8-3 and I.C. 36-8-10-7 and shall be paid from the County General Fund in the manner that salaries of other County officials are paid.
4. The Sheriff shall pay for the feeding of prisoners from the meal allowance funds provided for under I.C. 36-8-10-7. Neither the Sheriff nor the Sheriff's officers, deputies nor employees may make a profit from the meal allowance funds. After the expenses of feeding prisoners are paid for the year, the Sheriff shall deposit any unspent meal allowance money in the County General Fund by December 31 annually. Checks for 1/4 of the appropriation will be issued to the Sheriff on January 1, April 1, July 1 and October 1. In addition, the Sheriff shall file an accounting of expenditures for feeding prisoners with the County Auditor on the first Monday of January and the First Monday of July per I.C. 36-2-13-2.5-b5. The amount expended by the Sheriff may not exceed those established by the State Board of Accounts as outlined in 36-8-10-7 for the calendar year.
5. The method and manner of assignment of fees to the County by the Sheriff shall be done and made on such terms and conditions as the Sheriff, the County and the State Board of Tax Commissioners shall agree in order to effectuate this agreement and to the full extent possible to preclude those fees described in I.C. 6-8-1-8-3 and I.C. 36-8-10-7 from being deemed compensation for employment under I.R.C.31.3 3121(a)-2(a), (b) and thus subject to W-2 reporting.
6. The Sheriff shall at all times maintain all required records and reports in such form and manner as prescribed by the County as well as the Indiana State Board of Accounts.
7. Nothing in this agreement shall be constructed in any manner to relieve the Sheriff of any of his responsibilities or duties under I.C. 6-8-1-8-3 or I.C. 36-8-10-7, nor in any other way deemed to limit the powers and duties of the Sheriff provided for under Indiana law.
8. Nothing in this argument shall be constructed as limiting the benefits of the Sheriff to medical, retirement, disability, or longevity pay (when applicable) previously established by the County for the Sheriff and all of such benefits shall be in addition to and not considered a part of the fixed amount of compensation provided for in paragraph 1 above.
9. The term of this agreement shall be coextensive with the term of office of C. Aaron Rovenstine as Sheriff of Kosciusko County. This agreement shall terminate at the end of the term of office of the Sheriff or upon earlier termination of his term. Upon the termination of this agreement, the salary of the Sheriff's successor shall be in an amount equal to the salary prescribed for the Kosciusko County Treasurer unless and until such time as the Sheriff's successor and the County shall mutually agree otherwise.
10. This agreement shall be effective on January 1, 2003, provided the same has been previously approved by resolution of both the Council and the Commissioners.

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IN THE MATTER OF WORD SYSTEMS BILL EXPEDITED PAYMENT:

Sue Ann Mitchell, Kosciusko County Auditor, presented the bills from Word Systems for work done on the Justice Building in the courtrooms. Ron Robinson, County Administrator negotiated to change some equipment. Mike Miner commented that the system works very well, people can hear.

MOTION: BRAD JACKSON TO: APPROVE EXPEDITED PAYMENT TO
SECOND: RON TRUEX WORD SYSTEMS.
AYES: 3 NAYS: 0
UNANIMOUS

**IN THE MATTER OF PLAIN TOWNSHIP REZONING FOR DEAN GREENE -
AGRICULTURAL TO RESIDENTIAL:** *CR 2003012120*

Dan Richard, Area Plan Commission Director, presented for Dean Greene 8.23 acres to go from agricultural to residential. Unanimous vote from Planning Commission to go ahead and allow rezoning. No opposition present.

MOTION: BRAD JACKSON TO: APPROVE AGRICULTURAL TO
SECOND: RON TRUEX RESIDENTIAL OF DEAN GREENE'S
AYES: 3 NAYS: 0 8.23 ACRES.
UNANIMOUS

ORDINANCE NO. 02-11-19-01

**AN ORDINANCE AMENDING, AND TO AMEND
THE ZONING ORDINANCE OF
KOSCIUSKO COUNTY, INDIANA
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF KOSCIUSKO
COUNTY, INDIANA:**

ARTICLE 1

Section 1. That the Kosciusko County Zoning Ordinance heretofore passed and adopted by the Board of Commissioners of Kosciusko County, Indiana, and recorded under Miscellaneous Record 53, Page 130 as Ordinance 75-2; be and the same is hereby amended in the particulars hereinafter set forth.

Section 2. That certain tract of land situate in Kosciusko County, Indiana, now lying without the corporate limits of any City or Town and under the jurisdiction of the Kosciusko County Area Plan Commission, as part of the Comprehensive Plan for Kosciusko County, Indiana, to-wit:

EXHIBIT A

A tract of land located in the Southwest Quarter of Section 12, Township 33 North, Range 6 East, 2nd P.M., Plain Township, Kosciusko County, Indiana, more particularly described as follows:

Commencing at a ½-inch iron bar at the Southeast corner of the Southwest Quarter of said Section 12; thence North 00 degrees 02 minutes 34 seconds West, along the East line of the Southwest Quarter of said Section 12, 632.50 feet to a PK Nail; thence North 90 degrees 00 minutes 00 seconds West, 198.00 feet to a 14-inch diameter tree and the point of beginning; thence North 84 degrees 29 minutes 27 seconds West, 869.33 feet to an iron pipe; thence North 00 degrees 05 minutes 11 seconds East, 225.19 feet to a ½-inch iron bar; thence South 89 degrees 49 minutes 22 seconds East, 200.19 feet to a ½-inch iron bar; thence North 00 degrees 04 minutes 51 seconds East, 230.56 feet to a ½-inch iron bar; thence South 83 degrees 29 minutes 00 seconds East, 669.43 feet; thence South 00 degrees 04 minutes 45 seconds West, 462.61 feet to the point of beginning be, and the same is hereby removed from classification as a Agricultural and subject real estate shall be reclassified and rezoned as Residential within the limitations, definitions and description of the Kosciusko County Zoning Ordinance.

Section 3. That the Ordinance Administrator, pursuant to said Zoning Ordinance be, and he is herby authorized to issue Location Improvement Permits and Certificates of Occupancy with reference to the construction and improvements upon said described real estate so long as applications therefore comply with the Kosciusko County Zoning Ordinance and upon compliance with all applicable rules and regulations of the State of Indiana and local authorities, as the same may be applicable to the construction of streets, parking facilities, storm sewers, drains, sidewalks and sewer and water facilities.

ARTICLE 2

Section 1. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted at a regular and duly constituted meeting of the Board of Commissioners of Kosciusko County, Indiana, on the 19th day of November, 2002.

IN THE MATTER OF PLAIN TOWNSHIP REZONING FOR JERRY FERGUSON – LIGHT INDUSTRIAL TO COMMERCIAL:

CR 2003012121
Dan Richard, Area Plan Commission Director, presented for Jerry Ferguson 2.09 acres to go from light industrial to commercial. Stephen Snyder commented that the track was too small for industrial use. Board of Planning Commission to allow rezoning. No opposition present.

MOTION: BRAD JACKSON TO: APPROVE LIGHT INDUSTRIAL TO
SECOND: RON TRUEX COMMERCIAL OF JERRY FERGUSON'S
AYES: 3 NAYS: 0 2.09 ACRES.
UNANIMOUS

ORDINANCE NO. 02-11-19-02
AN ORDINANCE AMENDING, AND TO AMEND
THE ZONING ORDINANCE OF
KOSCIUSKO COUNTY, INDIANA
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF
KOSCIUSKO COUNTY, INDIANA:

ARTICLE 1

Section 1. That the Kosciusko County Zoning Ordinance heretofore passed and adopted by the Board of Commissioners of Kosciusko County, Indiana, and recorded under Miscellaneous Record 53, Page 130 as Ordinance 75-2, be and the same is herby amended in the particulars hereinafter set forth.

Section 2. That certain tract of land situate in Kosciusko County, Indiana, now lying without the corporate limits of any City or Town and under the jurisdiction of the Kosciusko County Area Plan Commission, as a part of the Comprehensive Plan for Kosciusko County, Indiana; to-wit:

A tract of land located in the Southwest Quarter of Section 33, Township 33 North, Range 6 East, 2nd P.M., Plain Township, Kosciusko County, Indiana, more particularly described as follows:

Beginning at a ½-inch iron bar being 508.81 feet East and 1039.23 feet North of the Southwest corner of said Southwest Quarter of Section 33; thence North 86 degrees 51 minutes 11 seconds East, along the South line of a 60 foot road, 349.79 feet to a ½-inch iron bar; thence South 1 degree 48 minutes 46 seconds East, 349.94 feet to a 1-inch iron pipe; thence South 88 degrees 10 minutes 48 seconds West, 350.07 feet to a 1-inch iron pipe on the East line of a 60 foot road; thence North 1 degree 45 minutes 00 seconds West, along the East line of said road, 341.84 feet to the Point of Beginning, containing 2.78 acres, more or less be, and the same is herby, removed from classification as an Industrial II and subject real estate shall be reclassified and rezoned as Commercial within the limitations, definitions and description of the Kosciusko County Zoning Ordinance.

Section 3. That the Ordinance Administrator, pursuant to said Zoning Ordinance be, and he is hereby authorized to issue Location Improvement Permits and Certificates of Occupancy with reference to the construction and improvements upon said described real estate so long as applications therefore comply with the Kosciusko County Zoning Ordinance and upon compliance with all applicable rules and regulations of the State of Indiana and local authorities, as the same may be applicable to the construction of streets, parking, facilities, storm sewers, drains, sidewalks and sewer and water facilities.

ARTICLE 2

Section 1. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted at a regular and duly constituted meeting of the Board of Commissioners of Kosciusko County, Indiana, on the 19th day of November, 2002.

IN THE MATTER OF WAYNE TOWNSHIP REZONING FOR BILL BATALIS -
LIGHT INDUSTRIAL TO COMMERCIAL: *CR2003012122*

Dan Richard, Area Plan Commission Director, presented for Bill Batalis 4.22 acres to go from light industrial to commercial. Board of Zoning approved car lot. No opposition present.

MOTION: RON TRUEX TO: APPROVE LIGHT INDUSTRIAL TO
SECOND: BRAD JACKSON COMMERCIAL OF JERRY FERGUSON'S
AYES: 3 NAYS: 0 2.09 ACRES.
UNANIMOUS

ORDINANCE NO. 02-11-19-03

**AN ORDINANCE AMENDING, AND TO AMEND
THE ZONING ORDINANCE OF
KOSCIUSKO COUNTY, INDIANA
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF
KOSCIUSKO COUNTY, INDIANA:**

ARTICLE 1

Section 1. That the Kosciusko County Zoning Ordinance heretofore passed and adopted by the Board of Commissioners of Kosciusko County, Indiana, and recorded under Miscellaneous Record 53, Page 130 as Ordinance 75-2, be and the same is hereby amended in the particulars hereinafter set forth.

Section 2. That certain tract of land situate in Kosciusko County, Indiana, now lying without the corporate limits of any City or Town and under the jurisdiction of the Kosciusko County Area Plan Commission, as a part of the Comprehensive Plan for Kosciusko County, Indiana; to-wit:

Part of the Southeast Quarter of Section 13, together with part of the Northeast Quarter of Section 24, all being in Township 32 North, Range 6 East, Kosciusko County, Indiana, and all together being more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Southwest quarter of said section 13; thence South, on and along the East line of the Southwest Quarter of said Section 13, a distance of 2399.9 feet (deed) to a railroad spike found at the point of intersection with the centerline of County Road 100 South; thence South 87 degrees 47 minutes East, on and along said centerline, a distance of 1194.88 feet; thence South 88 degrees 40 minutes East, on and along said centerline, a distance of 28.41 feet to the true point of beginning; thence continuing South 88 degrees 40 minutes East, on and along said centerline, a distance of 413.25 feet; thence South 10 degrees 12 minutes 15 seconds West, a distance of 426.52 feet; thence North 86 degrees 58 minutes 23 seconds West, a distance of 14.18 feet, thence South 00 degrees 01 minutes 34 seconds East, a distance of 120.01 feet to a point situated North 00 degrees 01 minutes 34 seconds West, a distance of 500.0 feet from a point on the Northerly right-of-way line of U.S. Highway Number 30; thence North 70 degrees 07 minutes 21 seconds West, parallel to said Northerly right-of-way line, a

distance of 360.44 feet; thence North 06 degrees 57 minutes 40 seconds East, a distance of 127.43 feet; thence North 00 degrees 01 minutes 23 seconds East, a distance of 300.0 feet to the true point of beginning, containing 4.141 acres of land, more or less, subject to legal right-of-way for County Road 10 South, subject to all legal drain easements and all other easements of record be, and the same is herby, removed from classification as an **Industrial II** and subject real estate shall be reclassified and rezoned as **Commercial** within the limitations, definitions and description of the Kosciusko County Zoning Ordinance.

Section 3. That the Ordinance Administrator, pursuant to said Zoning Ordinance be, and he is herby authorized to issue Location Improvement Permits and Certificates of Occupancy with reference to the construction and improvements upon said described real estate so long as applications therefore comply with the Kosciusko County Zoning Ordinance and upon compliance with all applicable rules and regulations of the State of Indiana and local authorities, as the same may be applicable to the construction of streets, parking facilities, storm sewers, drains, sidewalks and sewer and water facilities.

ARTICLE 2

Section 1. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted at a regular and duly constituted meeting of the Board of Commissioners of Kosciusko County, Indiana, on the 19th day of November, 2002.

IN THE MATTER OF SIGNING OF REVISED AJPRV, INC VACATION ORDINANCE PREVIOUSLY APPROVED:

CR 2003012135

ORDINANCE NO. 02-11-04-01V

AN ORDINANCE OF THE KOSCIUSKO COMMISSIONERS VACATING A PUBLIC WAY

WHEREAS, AJPRV, INC. filed a *Petition to Vacate a Public Way* with the Kosciusko County Commissioners, and

WHEREAS, notice was published as required by law in the *Warsaw Times-Union* a newspaper in general circulation and published in the English language in Kosciusko County, Indiana, giving notice of the filing of the verified *Petition to Vacate a Public Way* and giving notice of that said petition would be heard by the Kosciusko County Commissioners on the 4th day of November, 2002, at 10:00 a.m., in the Commissioners' Room in the Old Court Room located on the third floor of the Kosciusko County Court House at the corner of North Buffalo Street and West Center Street, Warsaw, Indiana, which notice in the *Warsaw Times-Union* was published on the 23rd day of October, 2002, and which notice was published more than ten (10) days prior to the hearing, and

WHEREAS, it does not appear that there are any other adjacent property owners to the public way to be vacated herein, other than the Petitioner, and

WHEREAS, the Kosciusko County Commissioners have determined, after hearing, that the vacation requested herein should be granted, that the public way for which vacation is sought is not located within any corporate boundaries, and that the vacation sought will not hinder the growth or development of the neighborhood in which it is located or to which it is contiguous, nor will it result in the creation of any difficulty or inconvenience to the access of any lands by means of a public way, will not hinder the public's access to a church, school, or other public building place, will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous, and there does not appear to be any public utilities located within the public way for which the vacation is sought.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF
KOSCIUSKO COUNTY, INDIANA, AS FOLLOWS:

Section 1: That the following public way situate in Kosciusko County, State of Indiana, and more particularly described as follows, to-wit:

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Part of the Plat of Southgate Park, as recorded in Document Number 9512-1122 in the records of Kosciusko County, Indiana, being part of Sections 27 and 28, all in Township 32 North, Range 6 East, Kosciusko County, Indiana, being more particularly described as follows, to-wit:

Commencing at a P.K. nail found at the point of intersection of the North line of the Southeast Quarter of said Section 28, with the centerline of County Road 75 East, said point of intersection being situated 60.72 feet (92 links) East of the Northwest corner of the East half of said Southeast Quarter; thence North 89 degrees 11 minutes East, on and along said North line, a distance of 591.2 feet to an iron pin found at a Northwest corner of the Plat of said Southgate Park; thence South 01 degrees 33 minutes East, on and along a Westerly line of said Plat and the southerly projection of said Westerly line, a distance of 184.16 feet to an iron pin on the North right-of-way line of Enterprise Drive, also being the true point of beginning; thence North 89 degrees 26 minutes 30 seconds East, on and along said North right-of-way line, a distance of 268.17 feet to the point of curvature of a regular curve to the right having a radius of 260 feet; thence Easterly, on and along said North right-of-way line, as defined by said curve, an arc distance of 90.76 feet (the chord of which bears South 80 degrees 33 minutes 30 seconds East for a length of 90.30 feet) to the point of tangency; thence South 70 degrees 33 minutes 30 seconds East and a tangent to said curve, on and along said North right-of-way line, distance of 75.0 feet to the point of curvature of a regular curve to the left, having a radius of 200 feet; thence Easterly, on and along said North right-of-way line as defined by said curve, an arc distance of 69.81 feet (the chord of which bears South 80 degrees 33 minutes 30 seconds East for a length of 69.46 feet) to the point of tangency; thence South 75 degrees 33 minutes 30 seconds East, and tangent to said curve, a distance of 100.0 feet to the point of curvature of a regular curve to the left, having a radius of 75 feet; thence Easterly, on and along said North right-of-way line as defined by said curve, an arc distance of 68.07 feet (the chord of which bears South 83 degrees 03 minutes 30 seconds East for a length of 67.87 feet) to the point of tangency; thence South 75 degrees 33 minutes 30 seconds East, and tangent to said curve, a distance of 100.0 feet to the point of curvature of a regular curve to the left, having a radius of 75 feet; thence Easterly, on and along said North right-of-way line as defined by said curve, an arc distance of 57.08 feet (the chord of which bears North 82 degrees 38 minutes 25 seconds East for a length of 55.71 feet) to the point of reverse curvature of a regular curve to the right, having a radius of 70 feet; thence Easterly, Southerly and Westerly, on and along said right-of-way line as defined by said curve, an arc distance of 326.45 feet (the chord of which bears South 14 degrees 26 minutes 30 seconds West for a length of 101.38 feet) to the point of reverse curvature of a regular curve to the left, having a radius of 75 feet; thence Westerly, on and along the South right-of-way line of said Enterprise Drive as defined by said curve, an arc distance of 57.08 feet (the chord of which bears North 53 degrees 45 minutes 25 seconds West for a length of 55.71 feet) to the point of tangency; thence North 75 degrees 33 minutes 30 seconds West, on and along said South right-of-way line and tangent to said curve, a distance of 100.0 feet to the point of curvature of a regular curve to the left having a radius of 200 feet; thence Westerly, on and along said South right-of-way line, as defined by said curve, an arc distance of 52.36 feet (the chord of which bears North 83 degrees 03 minutes 30 seconds West for a length of 52.21 feet) to the point of tangency; thence South 89 degrees 26 minutes 30 seconds West, on and along said South right-of-way line and tangent to said curve, a distance of 300.0 feet to the point of curvature of a regular curve to the right, having a radius of 260 feet; thence Westerly, on and along said South right-of-way line as defined by said curve, an arc distance of 90.76 feet (the chord of which bears North 80 degrees 33 minutes 30 seconds West for a length of 90.30 feet) to the point of tangency; thence North 70 degrees 33 minutes 30 seconds West, on and along said South right-of-way line and tangent to said curve, a distance of 75.0 feet to the point of curvature of a regular curve to the left, having a radius of 200 feet; thence Westerly, on and along said South right-of-way line as defined by said curve, an arc distance of 69.81 feet (the chord of which bears North 80 degrees 33 minutes 30 seconds West for a length of 69.46 feet) to the point of tangency; thence South 89 degrees 26 minutes 30 seconds West and tangent to said curve, a distance of 225.0 feet to an iron pin at a corner of said Plat, also being the Northeast corner of a certain 2.45 acre tract of land as recorded in Deed Record

314, page 85 in said records; thence to the true point of beginning and which public way is also identified as part of Enterprise Drive between the cul-de-sac and the east and Petitioner's west property line, Warsaw, Indiana; and which public way lies within the real estate identified by Key Number 003-136-006.A.C.

IS NOW HERBY VACATED

Section 2: This Ordinance shall be in full force and effect upon completion of installation of a cul-de-sac and the granting of the right-of-way theretore, all, in accordance with the Kosciusko County Highway standards, upon Petitioner's real estate and the recording of a notice of acceptance signed by the Superintendent of the Kosciusko County Highway Department.

By unanimous vote of all Commissioners present, the same being more than three-fourths (3/4 of the duly elected Commissioners of Kosciusko County, Indiana, this Ordinance was considered for final passage upon its first presentation).

Upon motion duly made, seconded and passed by a vote of 3 ayes and 0 nays, the foregoing Ordinance was adopted by the Kosciusko County Commissioners at it regular meeting this 4th day of November, 2002.

IN THE MATTER OF NICHOLAS VACATION PREVIOUSLY APPROVED:

ORDINANCE NO: 02-10-08-01

CR 200361518

BE IT ORDAINED by the Board of Commissioner of Kosciusko County, State of Indiana:

SECTION 1

WHEREAS, Ruth Virginia Lilly Nicholas has filed her Petition for vacation of a portion of Eli Lilly Road, a public way, with the Board of Commissioners of Kosciusko County, Indiana; and

WHEREAS, a hearing on said Petition was set for August 27, 2002 at 10:00 a.m. with a final hearing on October 8, 2002 at 10:00 a.m. and notice of said hearing was published in the *Warsaw Times Union* and *The Milford Mail-Journal* as required by law; and

WHEREAS, the time of said hearing has arrived and a hearing is conducted thereon; and

WHEREAS, Wawasee Spink Condominium Owners, V. Richard Miller, et al, Randall L. and Marianne W. Tobias, Nancy J. Martin, Irene Catherine Lilly McCutchen, Eli Lilly II and turkey Creek Holdings/The Bollard Group, Inc. are the owners of real estate adjacent to the public way to be vacated and have been notified of the hearings, which public way is described as follows, to-wit:

A part of Section 10, Township 34 North, Range 7 East, Kosciusko County, Indiana, described as follows: Beginning on the southern boundary of Eli Lilly Road (Pickwick Road) at a point South 85 degrees 33 minutes 13 seconds East 55.69 feet from the northwest corner of Lot 1 in A Replat of Lot 12 to Lot 25 in Eli Lilly's Second Plat of Wawasee, a subdivision in Section 10, Township 34 North, Range 7 East, the plat of which subdivision is recorded in Plat book 6, page 60, in the Office of the Recorder of said county, which point of beginning is on the proposed southern boundary of relocated Eli Lilly Road; thence along the proposed southern boundary of said relocated Eli Lilly Road Northeasterly 142.56 feet along an arc to the left having a radius of 1,230.00 feet and subtended by a long chord having a bearing of North 83 degrees 48 minutes 54 seconds East and a length of 142.48 feet to the northern boundary of Eli Lilly Road as it now exists; thence along the northern boundary of said Eli Lilly Road Southeasterly 262.77 feet along an arc to the right having a radius of 695.00 feet and subtended by a long chord having a bearing of South 63 degrees 19 minutes 17 seconds East and a length of 261.20 feet; thence South 52 degrees 29 minutes 25 seconds East 275.81 feet along said boundary; thence along said boundary Southeasterly 889.20 feet along an arc to the left having a radius of 2,380.00 feet and subtended by a long chord having a bearing of South 63 degrees 11 minutes 36 seconds East and a length of 884.04 feet; thence South 73 degrees 53 minutes 48 seconds East 412.89 feet along said boundary; thence along said boundary Southeasterly 83.62 feet along an arc to the right having a radius of 685.00 feet and subtended by a long chord having a bearing of South 70 degrees 23 minutes 59 seconds East and a length of 83.57 feet to the proposed southwestern boundary of

November 19, 2002

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relocated Eli Lilly Road; thence along said proposed boundary of relocated Eli Lilly Road Southeasterly 123.89 feet along an arc to the left having a radius of 1,030.00 feet and subtended by a long chord having a bearing of South 43 degrees 04 minutes 26 seconds East and a length of 123.82 feet to the existing southwestern boundary of Eli Lilly Road as it now exists; thence along the southwestern boundary of said Eli Lilly Road Northwesterly 192.59 feet along an arc to the left having a radius of 645.00 feet and subtended by a long chord having a bearing of North 65 degrees 20 minutes 34 seconds west and a length of 191.87 feet; thence North 73 degrees 53 minutes 48 seconds West 412.89 feet along said boundary; thence along said boundary Northwesterly 904.14 feet along an arc to the right having a radius of 2,420.00 feet and subtended by a long chord having a bearing of North 63 degrees 11 minutes 36 seconds West and a length of 898.89 feet; thence North 52 degrees 29 minutes 25 seconds West 275.81 feet along said boundary; thence along said boundary Northwesterly 377.98 feet along an arc to the left having a radius of 655.00 feet and subtended by a long chord having a bearing of North 69 degrees 01 minute 19 seconds West and a length of 372.76 feet; thence North 85 degrees 33 minutes 13 seconds West 2.65 feet along said boundary to the point of beginning and containing 1.858 acres, more or less.

AND WHEREAS, that portion of the public way sought to be vacated will be relocated and will provide access to all tracts currently served by the vacated portion; and will not hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous, will not make access to the lands of any person by means of the public way difficult or inconvenient, will not hinder the public's access to a church, school, or other public building or place and will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

AND WHEREAS, the tract onto which the vacated portion of the public way is to be relocated is described as follows:

Tract 1

A part of Section 10, township 34 North, Range 7 East, Kosciusko County, Indiana; and a part of Lots 1, 10, 11, 12, and 13 in Country Club Acres, Phase 1, a subdivision in Section 10, and in Section 11, all in Township 34 North, Range 7 East, the plat of which subdivision is recorded in Plat Book 7, page 67 in the Office of the Recorder of said county; and being that part of the grantors' lands lying within the right-of-way lines depicted on the Route Survey Plat recorded in Instrument 99-08-0696 in the Office of the Recorder of said county, described as follows:

Commencing at the intersection of the southern line of the right-of-way of the Baltimore and Ohio Railroad and the west line of the Papakeeche Reserve (Flat Belly Reserve); thence South 83 degrees 51 minutes 40 seconds East 73.00 feet along said southern line of the right-of-way of the Baltimore and Ohio Railroad to the northwest corner of the land described in Instrument 99-08-0696; thence South 5 degrees 16 minutes 47 seconds West 218.34 feet along the west line of the land described in said Instrument 99-08-0696 to point "93" designated on said Route Survey Plat and the point of beginning of his description: thence South 85 degrees 33 minutes 13 seconds East 0.97 feet to point "101" designated on said Route Survey Plat; thence Easterly 170.71 feet along an arc to the left having a radius of 1,175.00 feet and subtended by a long chord having a bearing of South 89 degrees 42 minutes 57 seconds East and a length of 170.56 feet to point "43" designated on said Route Survey Plat; thence North 78 degrees 52 minutes 57 seconds East 333.54 feet to point "44" designated on said Route Survey Plat; thence Southeasterly 504.98 feet along an arc to the right having a radius of 1,250.00 feet and subtended by a long chord having a bearing of South 80 degrees 28 minutes 48 seconds East and a length of 501.56 feet to point "45" designated on said Route Survey Plat; thence South 68 degrees 53 minutes 44 seconds East 421.45 feet to point "46" designated on said Route Survey Plat; thence Southeasterly 657.89 feet along an arc to the right having a radius of 1,050.00 feet and subtended by a long chord having a bearing of South 50 degrees 56 minutes 45 seconds East and a length of 647.19 feet to point "47" designated on said Route Survey Plat; thence South 32 degrees 59 minutes 46 seconds East 182.77 feet to point "48" designated on said Route Survey Plat; thence Southeasterly 224.23 feet along an arc to the left having a radius of 950.00 feet and subtended by a long chord having a bearing of South 39 degrees 45 minutes 29 seconds East and a length of 223.71 feet to point "49" designated on said Route Survey Plat; thence South 46 degrees 31 minutes 12

seconds East 99.21 feet to the eastern line of said Lot 13 in County Club Acres, Phase 1; thence South 19 degrees 51 minutes 04 seconds West 32.39 feet along the eastern line of said Lot 13 to the south corner of said lot; thence along the southwestern line of said Lots 13, 12, and 11 Northwesterly 240.90 feet along an arc to the left having a radius of 685.00 feet and subtended by a long chord having a bearing of North 56 degrees 49 minutes 40 seconds West and a length of 239.66 feet; thence Northwesterly 119.22 feet along an arc to the right having a radius of 1,030.00 feet and subtended by a long chord having a bearing of North 36 degrees 18 minutes 43 seconds West and a length of 119.15 feet to point "57" designated on said Route Survey Plat; thence North 32 degrees 59 minutes 46 seconds West 182.77 feet to point "56" designated on said Route Survey Plat; thence Northwesterly 607.77 feet along an arc to the left having a radius of 970.00 feet and subtended by a long chord having a bearing of North 50 degrees 56 minutes 45 seconds West and a length of 597.88 feet to point "55" designated on said Route Survey Plat; thence North 68 degrees 53 minutes 44 seconds West 421.45 feet to point "54" designated on said route Survey Plat; thence Northwesterly 662.03 feet along an arc to the left having a radius of 1,170.00 feet and subtended by a long chord having a bearing of North 85 degrees 06 minutes 21 seconds West and a length of 653.24 feet to point "53" designated on said Route Survey Plat; thence Southwesterly 38.86 feet along an arc to the right having a radius of 1,230.00 feet and subtended by a long chord having a bearing of South 79 degrees 35 minutes 22 seconds West and a length of 38.86 feet to the northeastern boundary of said Eli Lilly Road; thence along the northeastern boundary of said Eli Lilly Road Northwesterly 138.30 feet along an arc to the left having a radius of 695.00 feet and subtended by a long chord having a bearing of north 79 degrees 51 minutes 11 seconds West and a length of 138.07 feet; thence North 85 degrees 33 minutes 13 seconds West 160.21 feet along the boundary of said Eli Lilly Road to the southwest corner of the land described in Instrument 99-08-0696 in the Office of the Recorder of said county; thence North 5 degrees 16 minutes 47 seconds East 5.00 feet along the west line of the land described in said Instrument 99-08-0696 to the point of beginning and containing 4.119 acres, more or less.

Tract 2

A part of Lots 10 and 11 in Eli Lilly's Second Plat of Wawasee, a subdivision in Section 10, Township 34 North, Range 7 East, Kosciusko County, Indiana, the plat of which subdivision is recorded in Plat Book 2, page 235, in the Office of the Recorder of said county, and being that part of the grantor's land lying within the right-of-way lines depicted on the Route Survey Plat recorded in Instrument 99-08-0696 in the Office of the Recorder of said county, described as follows:

Beginning at the northwest corner of Lot 1 in A Replat of Lot 12 to Lot 25 in Eli Lilly's Second Plat of Wawasee, the plat of which replat is recorded in Plat Book 6, page 60, in the Office of the Recorder of said county, which point of beginning is designated as point "77" on said Route Survey Plat; thence North 85 degrees 33 minutes 13 seconds West 99.94 feet to the west line of said Lot 10 and point "88" designated on said Route Survey Plat; thence North 0 degrees 16 minutes 11 seconds East 18.47 feet along the west line of said Lot 10 to the northwest corner of said lot; thence along the northern line of said Lots 10 and 11 Southeasterly 100.00 feet along an arc to the right having a radius of 1,496.95 feet and subtended by a long chord having a bearing of South 86 degrees 41 minutes 46 seconds East and a length of 99.98 feet to the northeast corner of said Lot 11; thence South 0 degrees 43 minutes 28 seconds West 20.46 feet along the east line of said Lot 11 to the point of beginning and containing 1,998 square feet, more or less. The portion of the above-described real estate which is not already embraced within public rights-of-way contains 966 square feet, more or less.

Tract 3

A part of Lots 14, 15, 16, 17, 18, 19, 20, 21, and 22; and part of unimproved Reba Drive; all in Country Club Acres, Phase 1, a subdivision in Section 10, and in Section 11, all in Township 34 North, Range 7 East, the plat of which subdivision is recorded in Plat Book 7, page 67 in the Office of the Recorder of Kosciusko County, Indiana and being that part of the grantor's land lying within the right-of-way lines depicted on the Route Survey

Plat recorded in Instrument 99-08-0696 in the Office of the Recorder of said county, described as follows:

Beginning at the south corner of said Lot 14; thence North 74 degrees 04 minutes 45 seconds West 43.77 feet along the southwestern line of said Lot 14; thence Northeasterly 412.91 feet along an arc to the left having a radius of 450.00 feet and subtended by a long chord having a bearing of North 25 degrees 46 minutes 16 seconds East and a length of 398.58 feet to point "52" designated on said Route Survey Plat; thence North 0 degrees 30 minutes 57 seconds West 594.57 feet to the northern boundary of said Reba Drive and point "51" designated on said Route Survey Plat; thence South 83 degrees 51 minutes 40 seconds East 30.20 feet along the northern boundary of said Reba Drive to the west boundary of County Road 775 East; thence South 0 degrees 30 minutes 57 seconds East 781.74 along the west boundary of said County Road 775 East and the east line of said Lots 22, 21, 20, 19, 18, 17, 16, and 15; thence along the southeastern line of said Lots 15 and 14 Southwesterly 143.11 feet along an arc to the right having a radius of 140.00 feet and subtended by a long chord having a bearing of South 28 degrees 46 minutes 04 seconds West and a length of 136.96 feet; thence South 58 degrees 03 minutes 05 seconds West 114.32 feet along the southeastern line of said Lot 14 to the point of beginning and containing 40,597 square feet, more or less.

WHEREAS, the Board of Commissioners of Kosciusko County, Indiana, has jurisdiction to vacate the public way described in said Petition.


NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Kosciusko County, Indiana that the portion of the public way herein described is now vacated and title to said vacated public way shall vest in the adjacent owners, subject only to the approval of the Kosciusko County Highway Superintendent of the location/construction of the relocated road and the execution, delivery and recording of the Deed of Dedication relocating such road, all in conformity with statements and representations made at this hearing.

SECTION 2

That this Ordinance shall be in full force and effect from and after its passage, provided, however, the vacated roadway shall not be closed until the relocated roadway has been constructed and accepted by the Kosciusko County Highway Superintendent.

ORDAINED AND PASSED this 8th day of October 2002.

Being no further business to come before the Commissioners the meeting was adjourned.


AVIS GUNTER, PRESIDENT


BRAD JACKSON, MEMBER


RONALD TRUEX, MEMBER

ATTEST: 
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS

DECEMBER 3, 2002

The Kosciusko County Commissioners met for their regular meeting on December 3, 2002 at 9:00 A.M. in the Courtroom on the third floor of the Courthouse, 100 West Center St., Warsaw, IN.

Those present were:

AVIS B. GUNTER, PRESIDENT	SUE ANN MITCHELL, COUNTY AUDITOR
RON TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

President Avis Gunter invited Rob Ladson to open the meeting with a word of prayer. The pledge to the flag was recited. President Gunter called the meeting to order. Minutes were approved as presented. Claims were signed and approved for payment.

IN THE MATTER OF USE OF COURTHOUSE FOR COMMERCIAL:

Sue Ann Mitchell, Kosciusko County Auditor, presented a request from Jim Brennan, Video & Sound Productions, to film a commercial inside the Courthouse. Ron Robinson, Kosciusko County Administrator, is going to verify what is to be filmed before final approval is made.

IN THE MATTER OF MASTER GARDNERS SIGN ON FRONT LAWN:

Kathy Kastro, Master Gardeners, presented a request to put a 24' x 24' sign on the front lawn of the Courthouse for the month of May, 2003 to advertise their Garden Walk. The Master Gardeners have maintained the flowers on the lawn of the Courthouse for several years.

MOTION: RON TRUEX	TO: APPROVE MASTER GARDNERS 24x24
SECOND: BRAD JACKSON	SIGN ON COURTHOUSE LAWN FOR
AYES: 3 NAYS: 0	MAY OF 2003.
UNANIMOUS	

IN THE MATTER OF FINAL 2002 CAPITAL BUDGET APPROVAL FOR KABS:

Rita Baker, KABS, presented the last capital budget approval of the year for the Commissioners signature. Commissioner Gunter was given approval to sign.

MOTION: BRAD JACKSON	TO: APPROVE KABS FINAL CAPITAL
SECOND: RON TRUEX	BUDGET APPROVAL FOR 2002.
AYES: 3 NAYS: 0	
UNANIMOUS	

IN THE MATTER OF DRAINAGE BOARD APPOINTMENT:

Sue Ann Mitchell, Kosciusko County Auditor, presented A REQUEST FROM THE Drainage Board for the reappointment of Eldon "Bud" Watkins is currently serving on the Drainage Board and is willing to continue. Brad Jackson, Kosciusko County Commissioner, stated Watkins has done a "good job".

MOTION: BRAD JACKSON	TO: APPROVE ELDON WATKINS TO
SECOND: RON TRUEX	CONTINUE SERVING ON DRAINAGE
AYES: 3 NAYS: 0	BOARD.
UNANIMOUS	

December 3, 2002

IN THE MATTER OF CONVENTION AND VISITORS BUREAU

APPOINTMENT:

Sue Ann Mitchell, Kosciusko County Auditor, presented a request from CVB for the reappointment of Fay Medlock and Carol Shelby who are currently serving on the Convention and Visitors Bureau Commission. Deb Wiggins, prior CVB Director, expressed an interest in being on the Commission.

MOTION: RON TRUEX TO: APPROVE FAY MEDLOCK AND
SECOND: BRAD JACKSON DEB WIGGINS TO SERVE ON THE
AYES: 3 NAYS: 0 CONVENTION AND VISITORS
UNANIMOUS BUREAU.

IN THE MATTER OF COUNTY HIGHWAY RENEWAL OF BIDS:

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, advised the County Highway has taken bids one year and renewed the bids the following year. Ladson reported it was time to renew annual bids. He has sent the information to various vendors and some are choosing not to renew their bids. By renewing bids, Ladson can lock in prices for another full year at the current year price.

MOTION: RON TRUEX TO: APPROVE LADSON TO RENEW BIDS
SECOND: BRAD JACKSON WHERE APPROPRIATE.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF NORTH WINDS SUBDIVISION STOP SIGN

ORDINANCE:

OK 2003 012130

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, requested approval of the stop sign ordinance for North Winds Subdivision. The subdivision was accepted by the County at the last meeting. The stop sign ordinance is required.

MOTION: RON TRUEX TO: APPROVE NORTH WINDS STOP SIGN
SECOND: BRAD JACKSON ORDINANCE.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF ROAD MAINTENANCE AGREEMENT WITH THE TOWN OF SYRACUSE:

*Hand
2003 012130*

Rob Ladson, Kosciusko County Highway Superintendent/Engineer, stated the Town of Syracuse annexed the high school area. Syracuse must now maintain Syracuse Webster Road and Kern Road. This has been a gentleman's agreement but needs to be in writing since the town's annexation. The law changed in 1996 requiring towns that annex to the road, must take over the maintenance of the road. The Kosciusko County Highway Department and Town of Syracuse have reached a mutual agreement for plowing which benefits both units because of turn around issues. The County Highway will plow Kern Road up to 1300 North in exchange for Syracuse plowing Bay View Drive off of SR 13. Ladson spoke with Town of Syracuse Officials. Both are already operating under this agreement. This agreement only relates to snow plowing and not road maintenance.

MOTION: RON TRUEX TO: APPROVE PLOWING AGREEMENT
SECOND: BRAD JACKSON BETWEEN HIGHWAY DEPARTMENT
AYES: 3 NAYS: 0 AND TOWN OF SYRACUSE.
UNANIMOUS

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December 3, 2002

**INTER-LOCAL CORPORATION AGREEMENT BY AND BETWEEN
THE TOWN OF SYRACUSE AND KOSCIUSKO COUNTY, INDIANA
REGARDING THE 2002 COUNTY-WIDE AERIAL PHOTOGRAPHY PROJECT**

This Agreement is made and entered into as of the 3rd day of December, 2002 by and between the Town of Syracuse ("Town") and Kosciusko County, Indiana ("County").

WHEREAS, IC 36-1-7 et seq provide that certain powers be exercised jointly by two or more political subdivisions if the subdivisions so agree by contract; and,

WHEREAS, Town and County desire to agree regarding the Town's portion of the professional fees to be paid for the 2002 County Wide Aerial Photography Project;

NOW, THEREFORE, IT IS AGREED:

1. That the Town and the County will enter into whatever contracts or agreements as are necessary to complete the 2002 County Wide Aerial Photography Project.
2. That the Town will pay, when necessary, the sum of \$3,637.00 against the total price of the project representing the Town's fair share of said expense.
3. That the County will pay the balance of said contract as it's fair share.
4. This agreement will be come effective upon signing by the parties hereto, and the passage of appropriate resolutions as required by IC 36-1-7-2.

**INTER-LOCAL CORPORATION AGREEMENT BY AND BETWEEN
THE TOWN OF WINONA LAKE AND KOSCIUSKO COUNTY, INDIANA
REGARDING THE 2002 COUNTY-WIDE AERIAL PHOTOGRAPHY PROJECT**

This Agreement is made and entered into as of the 3rd day of December, 2002 by and between the Town of Winona Lake ("Town") and Kosciusko County, Indiana ("County").

WHEREAS, IC 36-1-7 et seq provide that certain powers be exercised jointly by two or more political subdivisions if the subdivisions so agree by contract; and,

WHEREAS, Town and County desire to agree regarding the Town's portion of the professional fees to be paid for the 2002 County Wide Aerial Photography Project;

NOW, THEREFORE, IT IS AGREED:

1. That the Town and the County will enter into whatever contracts or agreements as are necessary to complete the 2002 County Wide Aerial Photography Project.
2. That the Town will pay, when necessary, the sum of \$6,062 against the total price of the project representing the Town's fair share of said expense.
3. That the County will pay the balance of said contract as it's fair share.

December 3, 2002

4. This agreement will be come effective upon signing by the parties hereto, and the passage of appropriate resolutions as required by IC 36-1-7-2.

IN THE MATTER OF JUSTICE BUILDING PROGRESS:

Ron Robinson, Kosciusko County Administrator, reported the building is moving right along. Remodeled part should be complete by first of the year.

Being no further business to come before the Commissioners the meeting was adjourned.

KOSCIUSKO COUNTY COMMISSIONERS


AVIS GUNTER, PRESIDENT


BRAD JACKSON, MEMBER


RONALD TREX, MEMBER

ATTEST: 
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS

DECEMBER 17, 2002

The Kosciusko County Commissioners met for their regular meeting on December 17, 2002 at 9:00 A.M. in the Courtroom on the third floor of the Courthouse, 100 West Center St., Warsaw, IN.

Those present were:

AVIS B. GUNTER, PRESIDENT	SUE ANN MITCHELL, COUNTY AUDITOR
RON TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

President Avis Gunter invited Rob Ladson to open the meeting with a word of prayer. The pledge to the flag was recited. President Gunter called the meeting to order. Minutes were approved as presented. Claims including Justice Building Claim # 38 were signed and approved for payment.

IN THE MATTER OF CCAC DIRECTOR:

Andy McCleary, City County Athletic Complex Director, introduced himself to the Commissioners. He expressed appreciation for their past support of the facility.

IN THE MATTER OF APPROVAL FOR PAPERWORK TO REQUEST REIMBURSEMENT FOR THE PURCHASE OF VOTING MACHINES:

Sharon Christner, Kosciusko County Clerk, presented forms for the Commissioner's to sign approving the request for reimbursement for the purchase of voting machines. Christner requested the authorization of the Commissioners to complete the application that must be returned to the state by January 2, 2002. New voting machines to replace the punch cards must be in place by 2004 for the votes to count. The Commissioners discussed purchasing enough voting machines to conduct the city elections in 2003 and purchase the additional machines needed for the entire county before the 2004.

MOTION: RON TRUEX	TO: APPROVE SIGNING OF REQUEST FOR
SECOND: BRAD JACKSON	REIMBURSEMENT FOR VOTING
AYES: 3 NAYS: 0	MACHINES.
UNANIMOUS	

IN THE MATTER OF PROPERTY TAX ASSESSMENT BOARD OF APPEALS APPOINTMENT:

A letter was received from Laurie Renier, Kosciusko County Assessor, requesting Gerald "Jake" Bitner and John "Jack" Kelley be reappointed to the County Property Tax Assessment Board of Appeals for the 2003 year.

MOTION: BRAD JACKSON	TO: APPROVE REAPPOINTMENT OF
SECOND: RON TRUEX	BITNER AND KELLEY TO COUNTY
AYES: 3 NAYS: 0	PROPERTY ASSESSMENT BOARD OF
UNANIMOUS	APPEALS FOR THE 2003 YEAR.

IN THE MATTER OF INTER LOCAL AGREEMENT WITH CITY OF WARSAW FOR SNOW AND ICE REMOVAL:

Read # 2003 012139

Rob Ladson, Kosciusko County Highway Department Engineer/Superintendent, presented the three-year agreement between Kosciusko County and the City of Warsaw for snow and ice removal. Previously, if land was annexed to the road, the road was not required to be maintained by the entity annexing until the land on the other side of the road was annexed. In 1996, the State Legislature passed a law that says if land is annexed contiguous to the road, the road must be maintained by the annexing entity.

Some parts of Old Road 30 are the Counties responsibility and some are the Cities responsibility. The County and City make this agreement to clarify who is maintaining certain portions of the roadway. This makes sense for the City and County since the City is not geared up to maintain gravel roads, but the County already maintains several gravel roads.

MOTION: BRAD JACKSON TO: APPROVE ROAD MAINTENANCE
SECOND: RON TRUEX AGREEMENT BETWEEN COUNTY
AYES: 3 NAYS: 0 AND CITY.
UNANIMOUS

ROAD MAINTENANCE AGREEMENT

This agreement made and entered into this 17th day of December 2002 by and between the Kosciusko County Highway Department, hereinafter referred to as "County Highway", and the City of Warsaw,

WITNESSETH:

Whereas, to avoid plow overlaps, resource waste, and to maintain the highest level of safety possible for snowplow drivers and the motoring public, the following snow and ice control routes have been proposed to the City of Warsaw for the winter season:

1. The County Highway will provide snow and ice control, according to the Kosciusko County Highway Department policy, for the following roads:
 - a) CR 300 N – west of CR 150 W
 - b) CR 150 W from Warsaw City Limits to US 30
 - c) CR 200 S – west of County Farm Road
 - d) Old Road 30 E to US 30
 - e) Kosciusko Drive from Old Road 30 E to Center Street
 - f) CR 175 E – north of Kosciusko Drive
2. The City of Warsaw will provide snow and ice control for the following roads:
 - a) CR 300 N from CR 150 W to SR 15
 - b) County Farm Road from the Warsaw City Limits to CR 200 S
 - c) Husky Trail/CR 100 E from the Warsaw City Limits to CR 200 N
 - d) Center Street Extended – from the Warsaw City Limits to CR 175 E
 - e) Warren Street to south of Old 30
 - f) Hepler Drive to south of Old 30 W
 - g) Greenhill Drive from the Warsaw City Limits to Hepler Drive
 - h) Tippecanoe Drive from the Warsaw City Limits to Hepler Drive
 - i) CR 75 N from Warsaw City Limits to CR 175 E

Snowplow damages (such as, but not limited to, sod, mailboxes, driveway

approaches) would be repaired by the entity responsible for providing snow and ice control on that particular road and not the entity that is responsible for normal highway maintenance.

3. County Highway will provide gravel road maintenance, which includes grading and providing dust control according to the Kosciusko County Highway Department policy for the following roads maintained by the City of Warsaw:
 - a) CR 300 N to west of CR 150 W

Unless specifically stated, the above only refers to snow and ice control activities – not normal road maintenance such as, but not limited to, repairing drainage, fixing drainage issue, and/or repaving. This agreement shall expire on December 3, 2005.

IN THE MATTER OF HEATING UNITS FOR HIGHWAY GARAGE:

Rob Ladson, Kosciusko County Highway Department Engineer/Superintendent, presented pricing information on heaters for the garage. Ladson presented to the Commissioners NIPSCO bills and different options with prices. The first four bays of the county highway garage are open with nine hanging units. The back three bays have two hanging units. Ladson is trying to find the most efficient heating unit, as well as, the most reasonable price.

Option 1 – Replace 4, phase in 3 = \$19,500 Est.

SECOND: AVIS GUNTER
 AYES: 3 NAYS: 0
 UNANIMOUS

MINER AS COUNTY ATTORNEY IN THE
 AMOUNT OF \$20,698 FOR 2003.

IN THE MATTER OF MEDIA.COM:

Mike Miner, Kosciusko County Attorney, presented the contract with MediaCom expires October 2004. The County is currently receiving a 3% franchise fee. A map was received a few weeks ago from MediaCom outlining their service area. There was some question as to whether the map was correct but Auditor Sue Ann Mitchell confirmed that the map was correct after some research. The approval of the contract will be addressed at a later date.

IN THE MATTER OF HEALTH PLAN AMENDMENTS:

Ron Robinson, Kosciusko County Administrator, presented amendments to the health plan that have already been approved at a prior Commissioner's meeting. The document needed the signature of President Avis B. Gunter.

MOTION: BRAD JACKSON TO: APPROVE SIGNING OF THE
 SECOND: RON TRUEX AMENDMENTS TO THE HEALTH PLAN.
 AYES: 3 NAYS: 0
 UNANIMOUS

IN THE MATTER OF WEIGHTS AND MEASURES APPOINTMENT:

Ron Robinson, Kosciusko County Administrator, presented J.D. Geiger's resignation effective December 31, 2002. The County will be required to find a new Weights and Measures Inspector. J.D. Geiger was commended for the service he performed as he served as the Weights and Measures Inspector.

IN THE MATTER OF 400 ACCOUNT PROCEDURES:

Ron Robinson, Kosciusko County Administrator, presented a 400 accounts approval procedure.

MOTION: BRAD JACKSON TO: APPROVE 400 ACCOUNT PURCHASING
 SECOND: RON TRUEX PROCEDURES.
 AYES: 3 NAYS: 0
 UNANIMOUS

TO: Kosciusko County Elected Officials and Department Heads

The county is not in a position to know what tax revenues we will receive next year, because we don't have a tax rate. The County Council, in order to grant salary increases for 2003, requested all departments to scrutinize their budgets. Also, they ordered all 400 accounts (that includes purchasing office equipment, furniture, fixtures, vehicles, etc.) be turned over to the Commissioners' budget.

In order to make this new process work, these are the following guidelines:
 400 Account Purchasing: A request for any item eligible for purchase through a 400

account **must be presented** to the County Administrator's
 Office **no later than the Thursday morning prior to the**
Commissioners meeting on Tuesday.

Contracts:

All contracts relating to county business must be authorized and signed by the Board of Commissioners. Prior to being signed, many of the contracts must be reviewed by the County Attorney. Therefore, **all contracts must be turned into the County Administrator's Office no later than one week (7 days) prior to the next Commissioners meeting.**

Special Accounts:

Some departments have "Special Accounts" set aside for their specific department needs. Please be sure to review your account balance prior to any expenditure. **Do not assume the Commissioners budget will cover any shortfall.**

We recognize these are significant changes; however it is necessary to monitor expenses and utilize tax funds most efficiently. Working together we can make this transition go smoothly.

IN THE MATTER OF 9-1-1 INTERLOCAL AGREEMENT WITH THE CITY OF WARSAW:

Ron Robinson, Kosciusko County Administrator, presented the 911 contract with the City of Warsaw. This is the same contract that has been signed in prior years.

MOTION: RON TRUEX TO: APPROVE 911 CONTRACT WITH THE
SECOND: BRAD JACKSON CITY OF WARSAW.
AYES: 3 NAYS: 0
UNANIMOUS

IN THE MATTER OF EASEMENT AGREEMENT WITH CITY OF WARSAW:

Ron Robinson, Kosciusko County Administrator, presented a request from the City of Warsaw for an easement across the Work Release Center property. The City needs to put sewer lines down East and North of the property line. This is necessary to connect the old and new plant. In return for the easement, the City will give the County one free sanitary sewer tap.

MOTION: RON TRUEX TO: APPROVE EASEMENT AGREEMENT
SECOND: BRAD JACKSON WITH CITY OF WARSAW INCLUDING.
AYES: 3 NAYS: 0 IN EXCHANGE A FREE SEWER TAP.
UNANIMOUS

IN THE MATTER OF EMERGENCY MANAGEMENT POSITION:

Ron Robinson, Kosciusko County Administrator, presented the need for a full-time Emergency Management Director. This individual will help the County and private industry with rules, regulations, and guidelines. It is necessary to have an Emergency Management Director to get funding from FEMA and SEMA. By 2006 or 2007, this position will be mandatory. Robinson will go to the Council with a request to fund this position.

Robinson presented the following information to the Commissioners:

Since the events of September 11, 2001 emergency preparedness planning has been moved to the head of the line. State and federal laws and regulations have been changing. The requirements to meet these directives and mandates will require counties in Indiana to have a full-time Emergency Management Director in the very new future.

These past several months I have attended meetings, at state and federal levels, relating to 9-1-1, medical emergencies with hazardous spills, biological terrorism, etc. Now is the time to recommend to the Council that this position be funded.

If the county has a full-time Emergency Management Director, we can apply for state and federal grants that will off-set the initial expense for the salary of this position at 50%. Once a full-time emergency Management Director is in place this makes the county, communities within the county and other public agencies within the county (fire, sheriff and police departments, dispatch center, public health department, etc.) eligible for future federal and state grants.

Ron Robinson, Kosciusko County Administrator, presented there were only a couple areas in the budget that would have to be increased. Mileage was one of them. Robinson is working with the Mayor to work something out to help the County offset some of these expenses. It was noted that it is great to have such a good working relationship with the City.

TO: APPROVE POSITION FOR FULL-TIME
EMERGENCY MANAGEMENT DIRECTOR
WITH THE JOB DESCRIPTION AS
PRESENTED.

EMERGENCY MANAGEMENT DIRECTOR OF KOSCIUSKO COUNTY

The Director shall be responsible for the administration, planning, coordination and operation of all emergency preparedness activities in the county. He/she shall maintain liaison with county, state and federal authorities and the authorities of adjacent and nearby political subdivisions so as to insure the most effective emergency operations. The Emergency Management Director shall comply with the standards and requirements by the Emergency Management Division and the Federal Emergency Management Agency (FEMA), under the authority of Act 390, of the Public Acts of 1976, as amended.

The Directors duties shall include, but not limited to, the following:

1. Development of the Kosciusko County Emergency Operations Plan. This should address potential disasters. The purpose of this plan is to minimize or prevent damage to persons or property; and protect and restore to usefulness governmental services and public utilities necessary for the health, safety, and general welfare of the public. This plan should embrace the use of all facilities, equipment, manpower, and other resources of the County.
2. Provide oversight of the Local Emergency Planning Commission (LEPC).
3. Identify and submit for grant monies as available in an effort to reduce expenses of local agencies.
4. Coordinating the recruitment and training of volunteer personnel and agencies to augment the personnel and facilities of the county for emergency purposes.
5. Act as Director of the Warsaw/Kosciusko County Hazardous Materials Response Team.
6. Through public information programs, educate the population as to actions necessary and required for the protection of persons and property in case of an emergency or disaster.
7. Conduct practice alerts and exercises (as required by law) to insure the efficient operation of the county's emergency organization and to familiarize residents of the county with emergency regulations, procedures, and operations.
8. Coordinating the activity of all other public and private agencies engaged in any emergency or disaster relief programs.
9. Negotiating with owners or persons in control of buildings or other property for the use of such buildings or property for emergency or disaster relief purposes, and designating suitable buildings as public shelters.
10. Develop and maintain a County Resource Manual.
11. Establishing and maintaining administrative control over a local radiological defense program, to include emergency preparations for both peacetime radiation incidents and international wartime disasters.
12. Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Operation Plans.
13. Specify department or agencies, which must provide an annex to the plan or otherwise cooperate in its development.
14. Assist in the development of mutual aid agreements.
15. Coordinate county emergency management activities with those of the state and adjacent jurisdictions.
16. Coordinate all preparedness activities, including maintaining primary and alternate Emergency Operations Centers.

17. Assure that all Emergency Response Teams within the county (EMS, Fire, Law Enforcement (Town, City, County)), that all staff and personnel meet the minimum training requirements as established by the county and by the State emergency management, requirements under OSHA and EPA or other appropriate organizations.
18. Coordinate with schools, medical facilities, factories and other businesses to assist in the development of consistent action plans to standardize responses.

By the authority of the Resolution passed the Kosciusko County Board of Commissioners is hereby created an Office of Emergency Management within the County of Kosciusko Government for the purpose of coordinating all mitigations, preparedness, response, and recovery activities within the County Emergency Management Program area. The Board of Commissioners has established the position of Emergency Management Director to staff this office and shall appoint a person to fill this position. This person shall possess or obtain the following experience or certifications:

1. Certification for Emergency Management
2. Hazardous Material Technician
3. Fire Service
4. EMS
5. Law Enforcement
6. Business
7. Local Government

It is believed that these skill sets are necessary to carry out the duties and responsibilities of this position. The Emergency Management Director shall act for, and at the direction of the Kosciusko County Board of Commissioners or their designee.

IN THE MATTER OF NON PROFIT AGREEMENTS:

Sue Ann Mitchell, Kosciusko County Auditor, presented agreements with several non-profit organizations that were approved previously. The agreements will be sent to the organizations for their signatures.

- | | |
|---------------------------|-----------|
| 1. Home Health Care | \$ 50,000 |
| 2. Cardinal Center | \$ 95,000 |
| 3. KDI | \$ 35,000 |
| 4. Historical Society | \$ 23,000 |
| 5. 4-H | \$ 44,771 |
| 6. Beaman Home | \$ 31,500 |
| 7. Arrowhead | \$ 500 |
| 8. Council on Aging | \$ 31,500 |
| 9. St. Joe River Basin | \$ 500 |
| 10. Animal Welfare League | \$ 69,300 |
| 11. Bowen Center | \$349,444 |

IN THE MATTER OF LOW AGREEMENT:

Sue Ann Mitchell, Kosciusko County Auditor, presented a contract for tax billing. The Auditor's Office has updated the financial system to a windows based program from a DOS base. The next software that must be updated is the tax billing system. Because of the changes passed in HB 1001 computer software changes are required. The money to fund the changes will come from the CCD Fund. The software changes for tax restructuring will cost \$57,500 in 2002 and \$57,500 in 2003.

MOTION: RON TRUEX
SECOND: AVIS GUNTER
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE CONTRACT WITH LOW
FOR TAX BILLING SYSTEM.

IN THE MATTER OF REAPPOINTMENT FOR ALCOHOLIC BEVERAGE COMMISSION:

Sue Ann Mitchell, Kosciusko County Auditor, presented a request for the reappointment of Gordon Vanator with ABC. Mitchell spoke with Vanator and he is willing to serve another term with ABC.

MOTION: RON TRUEX	TO: APPROVE REAPPOINTMENT OF
SECOND: AVIS GUNTER	GORDON VANATOR WITH THE
AYES: 3 NAYS: 0	ALCOHOLIC BEVERAGE COMMISSION
UNANIMOUS	

IN THE MATTER OF INTERLOCAL AGREEMENT WITH SOLID WASTE FOR CONTROLLER:

Sue Ann Mitchell, Kosciusko County Auditor, presented an agreement with Solid Waste. The Auditor's Office will be the controller. Agreement has been approved by the Solid Waste Board.

MOTION: RON TRUEX	TO: APPROVE AGREEMENT WITH
SECOND: AVIS GUNTER	SOLID WASTE FOR THE AUDITOR TO
AYES: 3 NAYS: 0	SERVE AS THEIR CONTROLLER.
UNANIMOUS	

IN THE MATTER OF MONROE TOWNSHIP BOARD APPOINTMENTS:

Sue Ann Mitchell, Kosciusko County Auditor, presented a Certificate of Appointment for the Commissioner's signatures for the appointments of Eugene Cotton and Donavon Sellers to the Monroe Township Board for the term 2003 through 2006. The appointment has been made at a previous meeting.

IN THE MATTER OF COUNTY COMMISSIONERS ASSOCIATION SURVEY OF COUNTY FEES:

Sue Ann Mitchell, Kosciusko County Auditor, stated she has a copy of the survey prepared by the Commissioner's Association regarding fees charged for various services by all counties. The study was done for the Commissioner's Association and the results were given out at the Commissioners Conference.

IN THE MATTER OF COUNTY HOLIDAYS AND MEETING DATES:

Sue Ann Mitchell, Kosciusko County Auditor, presented the list of holidays and meeting dates for 2003.

IN THE MATTER OF SYRACUSE CHAMBER OF COMMERCE REPRESENTATIVE STEVE HITE INTRODUCTION:

Steve Hite, Syracuse Chamber of Commerce introduced himself to the Commissioners.

IN THE MATTER OF JOHN & SALLY EASTMAN VACATION REQUEST IN TIPPECANOE TOWNSHIP, LEWALLEN PARK:

Matt Sandy, Kosciusko County Area Plan Commission Assistant Director, presented aerial photos indicating where the road is platted, is not where the road actually exists. The Area Plan Commission is in agreement with the vacation of the current roadway and the replatting of the roadway where it actually exists. No remonstrances were received from Fire, EMS, or Sheriff. Steve Snyder spoke on behalf of the petitioners. Tom Warner and Becky Hackett own the property. They are grandchildren of Tom Warner that originally owned all the property and donated it to the YMCA. Warner and Hackett are owners of a triangle shaped piece of land as the only heirs of Tom Warner. Originally they wanted to relocate the road to increase the land size. Since that time, Hackett has withdrawn consent to relocate the road. Snyder would like to vacate the road and approve relocation subject to obtaining Hackett's consent to relocate road. Snyder was hopeful the YMCA, who owns the property where the road really exists, will let the road be moved.

MOTION: BRAD JACKSON
SECOND: RON TRUEX
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE VACATION OF THE ROAD
AND RELOCATION SUBJECT TO
BECKY HACKETT'S CONSENT AT A
LATER DATE. THE AUDITOR IS TO
HOLD THE SIGNED ORDINANCE
PROOF IS RECEIVED THAT CONSENT
HAS BEEN OBTAINED.

ORDINANCE NUMBER 02-12-19-01V

BE IT ORDAINED by the Board of Commissioners of Kosciusko County, State of Indiana:

Section 1

WHEREAS, John R. Eastman and Sally E. Eastman have filed their Petition for vacation of a portion of Main Street in the plat of Lewallen Park, a public way, with the Board of Commissioners of Kosciusko County, Indiana; and

WHEREAS, a hearing on said Petition was set for December 17, 2002 at 10:00 a.m. and notice of said hearing was published in the *Warsaw Times Union* and the *Milford Mail-Journal* as required by law; and

WHEREAS, the time of said hearing has arrived and a hearing is conducted thereon; and

WHEREAS, Margaret Ann Weaver, Thomas B. Warner, William and Rebecca Hackett Trust, John R. and Sally E. Eastman are the owners of real estate adjacent to the public way to be vacated and have been notified of the hearings and have consented to the vacation, which public way is described as follows, to-wit:

That portion of Main Street in the Plat of Lewallen Park, Kosciusko County, Indiana beginning at the south line of Lot 1 in Lewallen Park extended to the east right-of-way of Main Street, thence north, west and northwesterly to the terminus of Main Street.

AND WHEREAS, that portion of the public way sought to be vacated will be relocated and will provide access to all tracts currently served by the vacated portion; and will not hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous, will not make access to the lands of any person be means of the public way difficult or inconvenient, will not hinder the public's access to a church, school, or other public building or place and will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

AND WHEREAS, the tract onto which the vacated portion of the public way is to be relocated is described as follows:

The thirty feet (30[±]) adjacent to, southwesterly of and parallel to the following line:

Commencing at a concrete post which is the south quarter post of Section 9, Township 33 North, Range 7 East, Kosciusko County, Indiana; running thence west (record) 508.1 feet (509.31 feet record) along the south line of said Section 9 to a point; thence north 01 degrees 02 minutes east 33 feet (record bearing and distance) to a railroad iron post marking the southeast corner of a tract of land conveyed to the Huntington YMCA in Deed Record 200 page 300 (records of Kosciusko County, Indiana); thence west (record and basis of bearings) 94.53 feet along the south line of said Huntington YMCA tract to a point; thence north 39 degrees 56 minutes 54 seconds west (north 39 degrees 12 minutes west record) 317.22 feet along the westerly boundary of said Huntington YMCA tract to the intersection with the south line of Lot 1 in Lewallen Park extended; and the beginning of this line, from this point of beginning, northwesterly along the westerly boundary of said Huntington YMCA tract to a 1.5 inch iron pipe found at the intersection of said westerly boundary and the easterly right-of-way of Main Street; thence northwesterly, 540 feet, more or less, to the northernmost corner of Main Street as originally platted.

WHEREAS, the Board of Commissioners of Kosciusko County, Indiana, has jurisdiction to vacate the public way described in said Petition and has determined that the vacation will not hinder development in the area and will not make inconvenient access to any property or public place and is in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Kosciusko County, Indiana that the portion of the public way herein described is now vacated and title to said vacated public way shall vest in the adjacent owners of lots in

Lewallen Park, subject only to the delivery and recording of the Deed of Dedication relocating such road, all in conformity with statements and representations made at this hearing:

Section 2

That this Ordinance shall be in full force and effect from and after its passage, provided, however, the vacated roadway shall not be closed until the relocated roadway has been constructed.

ORDAINED AND PASSED this 17TH day of December 2002.

Being no further business to come before the Commissioners the meeting was adjourned.

Avis E. Gunter
AVIS GUNTER, PRESIDENT

Brad Jackson
BRAD JACKSON, MEMBER

Ronald Truex
RONALD TRUEX, MEMBER

ATTEST: *Sue Ann Mitchell*
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS

DECEMBER 31, 2002

The Kosciusko County Commissioners met for their regular meeting on December 31, 2002 at 9:00 A.M. in the Courtroom on the third floor of the Courthouse, 100 West Center St., Warsaw, IN.

Those present were:

AVIS E. GUNTER, PRESIDENT	SUE ANN MITCHELL, COUNTY AUDITOR
RON TRUEX	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

President Avis Gunter requested Dennis Pletcher, County Highway representative, to open the meeting with a word of prayer. The pledge to the flag was recited. President Gunter called the meeting to order. Minutes were approved as presented. Claims were signed and approved for payment.

IN THE MATTER OF THE RETIREMENT OF COUNTY AUDITOR'S OFFICE EMPLOYEE, MARLENE WELER, SWITCHBOARD RECEPTIONIST:

In recognition of County Auditor's employee, Marlene Weller's retirement, the Commissioners presented Weller with a plaque recognizing her many years of service to the county. Weller has been the "Voice of the Courthouse" since February 1978 managing the switchboard. She has worked for five Auditor's in her tenure with the county.

IN THE MATTER OF FUEL AND OIL QUOTES:

Dennis Pletcher, County Highway Department, on behalf of Rob Ladson, presented fuel quotes and oil quotes to the Commissioners for approval. The quotes were as follows:

600 tons AE-90 liquid bituminous at \$131.88 per ton for a total of \$ 79,128
 700 tons AE-150 liquid bituminous at \$141.48 per ton for a total of \$ 99,036
 7500 gallons of On Road Diesel for January \$1.148 for a total of \$ 8,610
 7500 gallons of On Road Diesel for February 1.132 for a total of \$ 8,490

TO: ACCEPT FUEL AND OIL QUOTES.

AREA:

Kon Robinson, Kosciusko County Administrator, stated the Sheriff's Department will move at the end of January. Furniture still has to be purchased, \$80,000 left in the contingency fund. Robinson indicated there was money included in the original funding to make changes. He indicated there are some changes yet to be made that he will be presenting in the next few weeks.

IN THE MATTER OF PROSECUTOR FILE CABINETS:

Ron Robinson, Kosciusko County Administrator, indicated file cabinets for the Prosecutor's Office are needed because their four drawer files do not meet their needs. Robinson would like to purchase three drawer lateral files for the Prosecutor's Office. The files not used will be put in rotation for other offices to use. None will go to waste, the Sheriff's Department will need some for off records as will other departments. Robinson was given verbal approval to proceed with the purchase of the 3 drawer lateral files for the Prosecutor.

IN THE MATTER OF APPOINTMENTS FOR 2003:

Sue Ann Mitchell, Kosciusko County Auditor, presented a list of positions for appointments for 2003 to the Commissioners.

Area Plan Director	Dan Richard
Area Plan Director Assistant.....	Matt Sandy
County Administrator	Ron Robinson
County Administrator Secretary	Nanette Newland
County Attorney.....	Mike Miner
County Health Department Head.....	Robert Weaver
County Highway Superintendent.....	Rob Ladson
County Highway Assistant	Dennis Pletcher
GIS.....	Bill Holder
KDI Representative.....	Ron Truex
Local Emergency Preparedness	No one at this time
Maintenance.....	Don Taylor
St. Joseph River Basin	Jon Roberts
Systems Administrator.....	Bob Momeyer
Systems Administrator Assistant.....	Paul Henning
Veteran Officer	Mike Barnett
Wage Committee Representative.....	Brad Jackson
Warsaw Community Development Committee.....	Avis Gunter
Weights and Measures.....	No one at this time

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE ABOVE LISTED
APPOINTMENTS FOR 2003.

IN THE MATTER OF RE-APPOINTMENT OF VETERAN'S SERVICE

OFFICER:

Sue Ann Mitchell, Kosciusko County Auditor, presented the papers required for the reappointment of Mike Barnett as the County Veteran's Service Officer. Ron Robinson, County Administrator, commented that Barnett is doing a good job, but he needs larger quarters. The office he currently occupies is located in the basement of the Courthouse and is extremely small.

**IN THE MATTER OF ADVERTISEMENT FOR WEIGHTS AND MEASURES
INSPECTOR AND EMERGENCY MANAGEMENT DIRECTOR:**

Ron Robinson, Kosciusko County Administrator, asked the Commissioners if a closing date should be included in the ad for the Weights and Measures Inspector and the Emergency Management Director. It was decided that the closing date would be ten days. Applications are being accepted for both positions.

**IN THE MATTER OF COMPUTER PROGRAM'S FAILURE TO IDENTIFY
OVER-EXPENDED ACCOUNTS:**

Sue Ann Mitchell, Kosciusko County Auditor, presented the computer system failed to identify over expended accounts and departments failed to realize they overspent their appropriations. The Auditor's Office is working to cover short falls.

IN THE MATTER OF PROFESSIONAL SERVICES CONTRACT WITH SCHNEIDER:

Bill Holder, Kosciusko County GIS Director, presented a contract to the Commissioners for professional services provided by Schneider for a variety of GIS services. Mike Miner approved contract. This is a renewal of a continuing service contract that has been in place for at least three years.

MOTION: RON TRUEX
SECOND: BRAD JACKSON
AYES: 3 NAYS: 0
UNANIMOUS

TO: APPROVE CONTRACT WITH SCHNEIDER
 FOR GIS SERVICES.

IN THE MATTER OF ORTHO PHOTOS DELIVERY:

Bill Hoeder, Kosciusko County GIS Director, advised the Commissioners that the orthophoto project is on schedule and going well. Data has been provided to the Auditor's Office of current orthophotos that have been received from Woolpert.

**IN THE MATTER OF VACATION REQUEST BY PHIL BIEHL, CRESTWOOD
SUBDIVISION IN TIPECANOE TOWNSHIP:**

Dan Richard, Kosciusko County Area Plan Commission Director, presented information concerning a request to vacate a roadway in Crestwood subdivision in Tippecanoe Township. Richard recommended not vacating the road. He cited the fact that this is a roadway platted to the waters edge. The road is not maintained by the County Highway Department. The Tippecanoe Township Trustee responded with questions concerning the negative impact on water access for the fire department. Richard indicated this is how lots without lake frontage are to be given access. He cited court cases that have been decided both ways, for and against back row lots in subdivisions. He indicated each case stands on it's own merits. He indicated that this is not used as a turn around and that it is not publicly maintained.

Steve Snyder, representing the Biehl's, indicated the Crestwood plat has designated areas with various easements to provide access to the water including easements at the east, west and middle landing access. Snyder said the road is platted for transportation. Cannot turn around at end of street because there is no cul-de-sac. A sea wall has been put up sometime in the past preventing a person from launching their boat at that spot. Snyder indicated the water is only 6 to 10 inches deep in this area. He proposed a fire easement be developed for a dry hydrant in this area should the fire department choose to install one. This actually affects only two lots.

Opposition: Francis Nichols, Lot #119 and ½ interest in Lot #30 – The road was platted 55 years ago, it was that way when Ms. Nichols purchased the property. Ms. Nichols believes the grass and seawall were done illegally. She does not believe this is in the best interest of all parties. Ms. Nichols enjoys walking to the lake with her grandchildren.

Opposition: David Rim, Lot #20 and ½ interest in Lot #30 – Road platted in 1948, it has worked fine, there is no reason to close road now. The road was originally set up so every homeowner had access. These areas are noted on the map as easements. Most property owners are summer people. There are only two year round residents in this area. The others are summer residents. Rim believes that because most residents of the area are gone for the winter cannot voice their opinion on this matter because they are not here. Children gather at this area and swim. Mr. Rim is very strongly opposed of the closing of the road.

Steve Snyder said closing the road would not hinder development, prohibit access to school, church or public place (lake), and there would be no change in character of the neighborhood. He noted that the people who are objecting have lake frontage. Snyder reminded the Commissioners that road ownership is currently vested in the people asking for a vacation. He indicated that lots 23 and 24 can never be separated. The same is true of Lots 33 & 34. Snyder stated he believed this is more a case of "I don't want a change."

David Rim said the seawall was put in illegally, the stones to the road were removed, grass was planted, and they are trying to claim land as own. His son learned to ride his bike on the road in question and soon his daughter will. The only other place to ride would be further from his home on a heavily traveled road.

Brad Jackson, Kosciusko County Commissioner, asked about set backs, Steve Snyder, said that was part of the reason for the request, but the lots are shared and the road doesn't need to go that far.

Commissioners discussed allowing zero set backs as a solution to the problem, and the ordinance is pending that could effect this whole situation.

The Commissioners advised the Dan Richard, Area Plan Commission, that they expect to hear from the Area Plan Commission Board on a change in lot setbacks. This vacation was tabled by the Commissioners until March 25, 2003.

MOTION: BRAD JACKSON TO: APPROVE TABLING OF VACATION UNTIL
SECOND: RON TRUEX MARCH 25, 2003.
AYES: 3 NAYS: 0
UNANIMOUS

Being no further business to come before the Commissioners the meeting was adjourned.


DAVID B. HUNTER
AVIS GUNTER, PRESIDENT


BRAD JACKSON, MEMBER
RONALD TRUEX, MEMBER

ATTEST: 
SUE ANN MITCHELL, AUDITOR

KOSCIUSKO COUNTY COMMISSIONERS

JANUARY 14, 2003

The Kosciusko County Commissioners met for their regular meeting on January 14, 2003 at 9:00 A.M. in the Courtroom on the third floor of the Courthouse, 100 West Center St., Warsaw, IN.

Those present were:

RON TRUEX, PRESIDENT	SUE ANN MITCHELL, COUNTY AUDITOR
AVIS H. GUNTER	RON ROBINSON, COUNTY ADMINISTRATOR
BRAD JACKSON	MIKE MINER, COUNTY ATTORNEY

President Avis Gunter requested Rob Ladson to open the meeting with a word of prayer. The pledge to the flag was recited.

IN THE MATTER OF ELECTION OF PRESIDENT:

The first order of business was to elect the President of the Commissioners for the 2003 calendar year.

MOTION: BRAD JACKSON	TO: NOMINATE AND ELECT RON TRUEX
SECOND: AVIS GUNTER	PRESIDENT.
AYES: 3 NAYS: 0	
MOTION CARRIED	

President Ron Truex called the meeting to order. Minutes were approved as presented. Claims were signed and approved for payment.

IN THE MATTER OF 2002 SALARY POSTING:

Sue Ann Mitchell, Kosciusko County Auditor, presented a listing of all employees and the salaries they were paid for 2002. The Commissioners approved the listing. The list must be published in two newspapers and posted three places. The list has been posted at the Warsaw Public Library, main floor door to Courthouse and the Justice Building.

IN THE MATTER OF WORK RELEASE TOTALS:

Aaron Flovenstine, Kosciusko County Sheriff, presented totals to the Commissioners. Rovensine related that \$1.2 million has been collected since the Work Release moved to the hotel. The Commissioners agreed that it would be difficult to measure the true value of the facility because people are kept working while fulfilling their sentences assigned by court.

IN THE MATTER OF REAPPOINTMENTS TO THE BOARD OF HEALTH:

Bob Weaver, Kosciusko County Health Department, requested the reappointment of Joan Darr and John W. Jones. He requested their reappointment for another four-year term.

MOTION: BRAD JACKSON	TO: APPROVE THE REAPPOINTMENT OF
SECOND: AVIS GUNTER	JOAN DARR AND JOHN W. JONES TO
AYES: 3 NAYS: 0	THE BOARD OF HEALTH.
UNANIMOUS	

IN THE MATTER OF RECORDER UPGRADING SOFTWARE:

LaShawn Brumfield, Kosciusko County Recorder, presented a contract for the Commissioners approval for the upgrading of software in the Recorder's Office. Brumfield, with the help of Robert Momeyer, Systems Administrator and his assistant, Paul Henning have reviewed several different companies and counties systems to find the best price and the best quality product. Brumfield, Momeyer and Henning agree the ACS system would be the best software upgrade. Brumfield will use her records perpetuation fund to pay for the upgrade. This process will save the County money by not having maintenance contracts on the filming equipment. ACS will take care of all the maintenance. Matt Brown is the contact at ACS. Brown told Ron Robinson, Kosciusko