

RESOLUTION 2007-06

A RESOLUTION ESTABLISHING THE INTENT TO CONDUCT A COMMISSIONER'S SALE TO SELL TAX SALE CERTIFICATES FOR PROPERTIES THAT ARE SEVERELY DELINQUENT IN PAYMENT OF PROPERTY TAXES.

WHEREAS, there are several properties in Huntington County that are severely delinquent in the payment of property taxes, having been offered for tax sales and which received no bids equal to or in excess of minimum sale price. The parcel numbers of those properties being attached to this resolution as 'Exhibit A', and

WHEREAS, there is an assessed value associated with these properties for taxation purposes, but no taxes are being collected, therefore causing a lower than expected tax distribution to those taxing units and taxing districts within which the properties are located, and

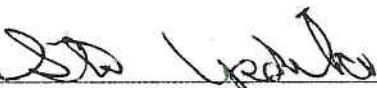
WHEREAS, the Huntington County Commissioners desire to have these properties back on the tax rolls with taxes being collected, and

WHEREAS, Indiana Statute, IC 6-1.1-24-6 through IC 6-1.1-24-6.4 allows for the County Commissioners to acquire a lien on those delinquent properties and receive issuance of the tax sale certificates for those properties, without taking title to the properties, therefore limiting the liability and cost normally associated with taking title,

NOW, THEREFORE, BE IT RESOLVED by the Huntington County Board of Commissioners that the County Executive shall acquire liens and receive tax sale certificates of the properties listed on 'Exhibit A' that re severely delinquent and sell said certificates at a properly advertised Commissioner Tax Certificate sale.

Adopted this 13th day of November 2007.


Jerry Helvie, President


Steve Updike, Member


Richard Brubaker, Member

ATTEST: 
Donald D. Schoeff, Huntington County Auditor

COMMISSIONERS SALE SERVICES ADDENDUM

As part of and in accordance with the SRI Services Master Agreement (the "Agreement") between SRI, Incorporated ("SRI") and Huntington County (the "County") dated Nov 13 2011 the County elects to obtain and, upon acceptance hereof, SRI agrees to provide such services as herein defined in accordance with the terms of the Agreement and this Addendum.

I. Description of SRI Services.

The Commissioners' tax sale services to be provided by SRI, or as subcontracted by SRI, are more specifically described as follows:

- (a) From various reports, data and information to be provided by the County Auditor, County Treasurer, and County Commissioners, SRI agrees to:
 - (i) prepare a list of properties eligible for sale at Commissioners sale (the "Tax Sale List");
 - (ii) prepare a work plan of events and procedures required to carry out the sale pursuant to IC36-1-11 (the "Work Plan")
 - (iii) provide for appraisal of the property as provided by statute;
 - (iv) prepare all notices, publications, postings and other documents required to dispose of property pursuant to statute;
 - (v) prepare all applicable forms and records prescribed or approved by the State Board of Accounts;
 - (vi) conduct the sale or auction of properties; and
 - (vii) work with the County Attorney or his designee in preparing all petitions or deeds for transfer of property;
 - (viii) provide such other services as detailed in a work plan as approved by the President of the Board of Commissioners.

- (b) SRI further agrees to provide a schedule of properties and sale dates to the County Commissioners for their information prior to the sale...SRI will provide the County with periodic reports of properties offered for sale, properties sold and fees collected. SRI will provide sufficient staff to carry out the sale of properties in accordance with the schedule, the Agreement and this Addendum.

II. Description of County Services

The County, through the County Auditor, County Treasurer, County Assessor and County Commissioners agree to:

- (a) provide all information as requested by SRI;
- (b) publish and post all notices, including those prepared by SRI, as required by statute;
- (c) file such petitions or other actions with the Court as required;
- (d) conduct any and all hearings as required by statute;
- (e) prepare and adopt all resolutions as required;
- (f) review and approve all deeds as prepared by SRI and reviewed by the County Attorney or his designee; and
- (g) contract for or conduct title searches of each property to be sold at Commissioners' sale;
- (h) provide all information, support and assistance as agreed to in the Work Plan.
- (i) Work with SRI to assure a timely and valid sale of those properties on the Tax Sale List.

The County agrees to make all efforts to provide SRI with accurate and timely information and prosecute the sales of the properties on the Tax Sale List to the fullest extent provided under Indiana law.

III. Fees and Expenses.

In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to pay to SRI 12% of all amounts collected for all properties sold.

In addition to the fees set forth above, SRI shall be entitled to \$100.00 to be paid by the County for each property upon which any of the items in Section I (a)(iv) have been prepared and distributed or published.

The County shall pay in addition to the fees and costs outlined above the costs of all appraisals, postage, publication, hearings required by statute, filing fees and all fees payable to legal counsel for review of petitions, deeds and other services.

The County shall pay SRI monthly based on the submission by SRI of fully itemized claims based upon the services and fees set forth herein.

IV. Property Removed From Sale

The County shall not remove property from the Tax Sale List without written notice to SRI. If the property is removed from the Tax Sale List and not sold or transferred by the County, SRI shall be entitled to \$100 per property for services rendered plus any and all costs of sale due SRI attached to such property.

V. Termination

This addendum may be terminated by either party upon thirty (30) days written notice to the other party at the addresses specified in the Agreement. In the event the Addendum is terminated by SRI, the County shall be entitled to all documentation prepared by SRI and for which the County has paid the fees set forth in this Addendum.

VI. Ownership

All software or other intellectual property developed by or for SRI or purchased by SRI and all computer equipment and accessories utilized to perform the services required of SRI under this Addendum shall remain the property of SRI and are not subject to use or dissemination by the County.

This Addendum is effective November 13, 2007, ~~2006~~.

Huntington County, Indiana, by and
through its Board Of Commissioners

By: Jerry Helvie

Printed: Jerry Helvie

Its: President

Date: 11-13-07

ACCEPTED:

SRI, Incorporated

By: _____

Printed: James E. Hughes

Its: President

Date: _____

COMMISSIONERS CERTIFICATE SALE SERVICES ADDENDUM

As part of and in accordance with the SRI Services Master Agreement (the "Agreement") between SRI, Incorporated ("SRI") and Huntington County (the "County"), dated 11-13-07, the County elects to obtain and, upon acceptance hereof, SRI agrees to provide such services as herein defined in accordance with the terms of the Agreement and this Addendum.

I. Description of SRI Services.

The Commissioners' certificate sale services to be provided by SRI, or as subcontracted by SRI, are more specifically described as follows:

- (a) From various reports, data and information to be provided by the County Auditor, County Treasurer, and County Commissioners, SRI agrees to:
 - (i) prepare a list of properties eligible for sale at Commissioners certificate sale (the "Certificate Sale List");
 - (ii) prepare a work plan of events and procedures required to carry out the sale pursuant to IC 6-1.1-24-6.1 et seq. (the "Work Plan")
 - (iii) prepare all notices, publications, postings and other documents required to dispose of property pursuant to statute;
 - (iv) prepare all applicable forms and records prescribed or approved by the State Board of Accounts;
 - (v) conduct the sale or auction of properties; and
 - (vi) place a listing of pertinent sale information and properties on the SRI website.

II. Description of County Services

The County, through the County Auditor, County Treasurer, County Assessor and County Commissioners agree to:

- (a) provide all information as requested by SRI;
- (b) publish and post all notices, including those prepared by SRI, as required by statute;
- (c) adopt all resolutions as required;
- (d) provide all information, support and assistance as agreed to in the Work Plan.
- (e) work with SRI to assure a timely and valid sale of those properties on the Certificate Sale list.

The County agrees to make all efforts to provide SRI with accurate and timely information and prosecute the sales of the properties on the Tax Sale List to the fullest extent provided under Indiana law.

III. Fees and Expenses.

In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to pay to SRI the sum of \$120.00 per parcel sold. Additionally, the County shall pay any and all expenses associated with legal or display advertising associated with the requirements of the sale.

The County shall pay SRI monthly based on the submission by SRI of fully itemized claims based upon the services and fees set forth herein.

V. Termination

This addendum may be terminated by either party upon thirty (30) days written notice to the other party at the addresses specified in the Agreement.

In the event the Addendum is terminated by SRI, the County shall be entitled to all documentation prepared by SRI and for which the County has paid the fees set forth in this Addendum.

VI. Ownership

All software or other intellectual property developed by or for SRI or purchased by SRI and all computer equipment and accessories utilized to perform the services required of SRI under this Addendum shall remain the property of SRI and are not subject to use or dissemination by the County.

This Addendum is effective, this the 13th day of November, 2007

Huntington County, Indiana, by and
through its BOARD OF COMMISSIONERS

By: Jerry Helvie

Printed: Jerry Helvie

Its: President

Date: 11-13-07

ACCEPTED:

SRI, Incorporated

By: _____

Printed: James E. Hughes, President

Date: _____