

NOTICE OF AND AGENDA FOR:
HOWARD COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING
HOWARD COUNTY ADMINISTRATION CENTER
220 NORTH MAIN STREET, ROOM 338 (3RD FLOOR)
MONDAY, OCTOBER 2, 2023, AT 4:00 P.M.

- I. Pledge of Allegiance, Prayer
- II. Special Announcements / Recognitions
 - A. Employee Years of Service
- III. Approval of Previous Meeting's Minutes
- IV. Departmental Business & Reports
 - A. *Plan Commission- Greg Sheline*
 - i. Interlocal Agreement
 - B. *Maintenance Department- Bill Stonestreet*
 - i. Kinsey Center Pole Barn Building
- V. New Business
- VI. Claims & Reports
 - A. Salary Claims
 - B. Payroll Expense
 - C. Operating Claims
 - D. Ratify Claims
 - E. Monthly Reports
 - F. Grants
- VII. County Attorney Issues
- VIII. Commissioner Issues
- IX. Public Comments
- X. Adjourn

R. BRAD BRAY, PRESIDENT
JACK W. DODD, VICE PRESIDENT
JEFF S. LIPINSKI, MEMBER

HOWARD COUNTY BOARD OF COMMISSIONERS' MEETING: SEPTEMBER 18, 2023

The Howard County Board of Commissioners met in Regular Session on Tuesday, September 18, 2023, at 4:00 p.m. in Hearing Room 338 of the Howard County Administration Center. Those in attendance included President Brad Bray, Vice President Jack Dodd, Member Jeff Lipinski, County Attorney Alan Wilson, and County Auditor Jessica Secrease.

The meeting was called to order by Jordan Buckley and conducted by President Brad Bray. Vice President Dodd led the Pledge of Allegiance, and Commissioner Lipinski offered a word of prayer.

IN THE MATTER OF SPECIAL ANNOUNCEMENTS & RECONGINTION:

The Commissioners presented the Gilcad House with a check of \$72,000.00 from the opioid settlement funding. The Commissioners stated that they have been a fixture in the community and have done great work.

IN THE MATTER OF APPROVAL OF MINUTES:

The minutes of the September 5, 2023, regular meeting, having been previously submitted and reviewed, were approved as presented on a motion made by Commissioner Dodd, Commissioner Lipinski seconded the motion, and the motion carried.

IN THE MATTER OF DEPARTMENTAL BUSINESS & REPORTS:

COMMUNITY SUPERVISION

Grant Application Approval

Dustin DeLong requested permission from the Commissioners to seek two grants for Community Supervision. The first grant is from the Indiana Department of Corrections and the second is a renewal of the Addiction Response Grant. The money from these grants help run Community Supervision each year. Commissioner Lipinski made the motion to approve the seeking of the grants. Commissioner Dodd seconded the motion, and the motion carried.

RECORDER'S OFFICE

Laredo Agreement

Recorder Toric Kelley submitted the agreements with Apex Clean Energy, Lloyd Hydakhan, JQOL, and Metropolitan Title for the Laredo contracts. The agreements with Apex Clean Energy, Lloyd Hydakhan, JQOL, and Metropolitan Title for the Laredo contracts were approved as submitted on a motion made by Commissioner Lipinski. Commissioner Dodd seconded the motion, and the motion carried.

IN THE MATTER OF NEW BUSINESS:

ProPEL US 31 Project

Cassidy Hunter, Dan Miller, and Jonathan Wallis presented the Commissioners with an update on the ProPEL US 31 Study. ProPEL is an INDOT initiative for transportation planning. Cassidy stated that public feedback is crucial in the success of the study and that their team have spent a lot of time throughout the summer in the communities affected by the project. The study spans from 276th Street to just south of the Eel River in Miami County. The study will be completed by the end of 2024. They do have a website that has all the study information on it.

IN THE MATTER OF CLAIMS AND REPORTS:

Howard County Auditor Jessica Secrease submitted the following claims and reports for the Commissioners' information and approval:

1. **Salary Claims:** The Commissioners' Salary, Hourly, and Overtime Claims for payment on September 8, 2023, in the amount of \$945,247.13 was submitted and approved on a motion made by Commissioner Lipinski. Commissioner Dodd seconded the motion, and the motion carried.
2. **Payroll Expenses:** The Commissioners' Payroll Expenses for payment on September 8, 2023, in the amount of \$945,247.13 was submitted and approved as presented on a motion made by Commissioner Lipinski. Commissioner Dodd seconded the motion, and the motion carried.
3. **Operating Claims:** The Commissioners' Operating Claims to be paid September 18, 2023, in the amount of \$1,554,566.63 was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.
4. **Ratify Claims:** Auditor Jessica Secrease presented a claim for Sam's Club in the amount of \$50.00 to be ratified. The claim was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.
5. **Monthly Reports:** Auditor Jessica Secrease presented the following reports to be received into the record:
 - i. Treasurer's Monthly Report for July 2023
 - ii. Treasurer's Monthly Report for August 15 – September 15, 2023

IN THE MATTER OF ATTORNEY ISSUES:

Resolution No. 2023-BCCR-20 – Adopting Local Preference Purchasing Policy

Attorney Alan Wilson presented Resolution No. 2023-BCCR-20 – Adopting Local Preference Purchasing Policy. Resolution No. 2023-BCCR-20 – Adopting Local Preference Purchasing Policy was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.

Local Preference Purchasing Policy

Attorney Alan Wilson presented a Local Preference Purchasing Policy. This policy allows the County to give a preference to local businesses. The Local Preference Purchasing Policy was submitted and approved as presented on a motion made by Commissioner Dodd. The motion was seconded by Commissioner Lipinski, and the motion carried.

Ordinance No. 2023-BCCO-40 Establishing A Department of Redevelopment in Howard County, Indiana

Attorney Alan Wilson presented Ordinance No. 2023-BCCO-40 – Establishing a Department of Redevelopment in Howard County, Indiana. This will allow the County to redevelop areas that are in need of redevelopment. Ordinance No. 2023-BCCO-40 – Establishing a Department of Redevelopment in Howard County, Indiana was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.

PUBLIC COMMENTS:

Resident Jerry Paul of 1326 S. Webster St., Kokomo, Indiana: Mr. Paul, who is the president of the Howard County Memorial Corporation, gave an update on the Opha May memorial. They received a press release from Lt. Governor Suzanne Crouch endorsing the memorial for Opha May. Mr. Paul requested a donation of \$10,000.00 from the Commissioners to go towards the campaign for the construction of the memorial. They have until November 17th to raise \$50,000.00 for the memorial. Commissioner Dodd asked if the City had committed any money toward the memorial. Mr. Paul stated they have not and wanted the Commissioners to sign off on the project first since it is on the County Courthouse lawn. Commissioner Dodd wanted to make sure that the City is also on board with this memorial. Commissioner Lipinski made a motion to donate \$10,000.00 to the Opha May memorial. The motion was seconded by Commissioner Dodd, and the motion carried.

Resident Jennifer Workman of 1015 N. Webster St., Kokomo, Indiana: Ms. Workman discussed a matter that happened with her family at the Howard County Veterans' Services Office. She stated that her family met with Veterans'

Services Officer Dale Truax in December of 2022. Her family wanted to try to get her brother paid to care for her ill mother full-time. The family reached out to Mr. Truax several times since meeting with him and never heard back from him. They finally heard back from Mr. Truax in May of 2023. He stated that he had just then turned in the application for them to get assistance. Her mother passed away on June 10th, which made her brother no longer eligible for financial assistance. Ms. Workman stated that it is unacceptable and that it looks bad on the County. She stated that veterans deserve better.

There being no further business to come before the Board of Commissioners at this time the meeting was adjourned at 4:47 p.m. on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.

HOWARD COUNTY BOARD OF COMMISSIONERS:

R. BRAD BRAY, PRESIDENT

JACK W. DODD, VICE PRESIDENT

JEFF S. LIPINSKI, MEMBER

ATTEST:

JESSICA SECREASE, AUDITOR

Howard County Commissioners' Meeting: September 18, 2023

**INTERLOCAL AGREEMENT AS TO
BUILDING INSPECTION AND PERMIT SERVICES**

This Interlocal Agreement ("Agreement"), pursuant to I.C. § 36-1-7-1, *et al*, is entered into by and between the City of Kokomo ("City") and Howard County ("County"), and is effective upon adoption by both parties.

WHEREAS, the City currently provides inspections services, issues permits, and collects fees within the incorporated limits of the City;

WHEREAS, the County desires to provide such services within the County and the City wishes to support its endeavors by providing support through its current inspections department;

WHEREAS, the parties believe that it is in the best interest of the City and the County to authorize the City to provide such services on behalf of the County and within the limits of the County; and

NOW, THEREFORE, pursuant to I.C. § 36-1-7-12, in consideration of the mutual promises and considerations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereby agree as follows:

1. Purpose. It is the purpose of this Agreement to set forth in written terms the granting of permission from County to the City or their designated appointee, the authority to make inspections, issue permits and collect fees for said services within Howard County, Indiana for the inspection, construction, and permitting necessary for any and all construction maintained within said County. It is also the purpose of this section to indicate the willingness of the City and their designated appointees to perform said services.

2. Term. It is agreed upon that the duration of this Agreement should be in perpetuity subject to the termination provisions set forth below.

3. Administrative Matters. The manner of financing, staffing, and supplying of the permitting, inspection, and fee collection services shall be the responsibility of the City who may maintain a budget therefore and retain all fines, fees, and other compensation collected for said services.

4. Services. The methods to be employed in accomplishing the inspection, permitting, and fee collection services set forth above are left to the determination of the City and any designated appointee..

5. Termination. Either party may terminate this Agreement at any time, by providing at least sixty (60) days' notice to the non-terminating party.

6. Additional Staff. The parties agree that in the event the City determines, in its sole discretion, that its current staff is not adequate to provide the necessary services rendered within the City and the County pursuant to this Agreement, the City may request that additional staff or inspectors be hired, which shall be paid for by the County.

7. No Additional Entity. It is not anticipated by the parties that there will be any additional legal entity, organization or group required to perform the services of this Agreement nor that either party will acquire, hold, or dispose of real or personal property in connection with the terms of this Agreement.

8. No Third Party Beneficiaries. Nothing herein is intended to give, nor shall it have the effect of giving, any enforceable rights to any third parties who are not the signed parties hereto (solely the City and the County), whether such claims are asserted as third party beneficiary rights or otherwise.

9. Remedies for Breach. If a party breaches this Agreement, the other party shall be entitled to all remedies available at law or equity, and shall specifically be entitled to, but not limited to, injunctive relief, specific performance, emergency injunctive relief, and the recovery of all costs, including all court costs and attorneys' fees.

10. Severability. If any term or provision of this Agreement is declared to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect to the fullest extent permitted by law.

11. Entire Agreement. This Agreement represents the entire understanding between and among the parties hereto. The signing of this Agreement by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written, exist between them and

that if such oral or written contracts do exist they shall be considered void. Each party hereby represents to the other that it will not rely upon any agreement, contract, or understanding not otherwise contained within this Agreement and executed or reduced to writing and incorporated by written amendments to this Agreement with the full knowledge and approval of both parties.

12. Successors and Assigns. This Agreement shall be binding upon the parties' successors and assigns.

13. Recordation. Upon approval, this Agreement shall be recorded and filed pursuant to I.C. § 36-1-7-6.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

15. Recitals Incorporated. The recitals stated herein are incorporated herein by reference as if fully restated here.

16. Headings. The paragraph headings provided in this agreement are for demonstrative and reference purposes only and shall not be used in construing the meaning of any particular paragraph or the Agreement in anyway.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____
day of _____, 2023.

Tyler O. Moore, Mayor
City of Kokomo, Indiana

ATTEST:

City Clerk

BOARD OF COMMISSIONERS
OF HOWARD COUNTY, INDIANA

Brad Bray, President

ATTEST:

Jessica Secrease
Howard County Auditor

This instrument was prepared by:

**Thomas P. Rethlake, Corporation Counsel
City of Kokomo
100 S Union St
Kokomo, IN 46901**

**Alan D. Wilson, County Attorney
Howard County
220 N Main St
Kokomo, IN 46901**

COMMISSIONERS' SALARY CLAIMS

The following claims have been filed with this office and will be presented for approval to the Board of Commissioners, Howard County, at this regular session to be paid on September 22, 2023.

Complete details of salary claims, Longevity & Sign on Bonus may be seen in the office of the County Auditor.

Clerk	\$	21,006.27		Co. Gen Total	\$	686,063.68	
Auditor	\$	20,280.41					
Treasurer	\$	7,881.59			Health	\$	33,821.65
Recorder	\$	7,596.01			Highway	\$	53,626.03
Sheriff	\$	338,324.31			CASA	\$	6,218.65
Surveyor	\$	11,829.94			Recycling	\$	9,731.40
Coroner	\$	7,160.73			GCC	\$	9,728.11
Co. Assessor	\$	8,231.04			Howard Haven	\$	7,440.17
Prosecutor	\$	62,719.71			IT	\$	8,421.43
Co Agent	\$	3,212.80			Magistrate	\$	3,340.38
Veterans Svcs	\$	4,501.83			Kinsey	\$	26,412.09
Center Assess	\$	5,876.43			Kinsey	\$	56,895.06
Pers/Comm	\$	15,865.17			Juv Probation	\$	21,157.44
Museum	\$	5,458.89			Comm Corr	\$	60,677.23
Superior I	\$	6,890.76			Reassessment	\$	450.00
Superior II	\$	6,890.76					
Superior III	\$	8,937.04					
Adult Probation	\$	44,339.59					
Superior IV	\$	6,890.76					
Circuit Court	\$	10,465.38					
Public Defender	\$	50,974.81					
EMA	\$	6,118.00					
Weights & Measures	\$	2,193.00					
Maintenance	\$	18,700.34					
Soil & Water	\$	3,718.11					
Sub-Total	\$	686,063.68		TOTAL	\$	983,975.59	

Witness my Hand and Seal of the Board of Commissioners, Howard County, On: October 2, 2023

R Brad Bray, President

Attest:

Jack W. Dodd , Vice-President

Jessica Secrease, Auditor

Jeff S. Lipinski, Member

Signature Page for Howard County Payroll Expense Docket

Date 09/22/2023

Gross Payroll \$ 983,975.59

Total Amount of Payroll Expense Docket \$ 983,975.59

I approve that there is sufficient money in the bank account to pay out the attached docket.

Christie Branch, Howard County Treasurer

Howard County Commissioners

R. Brad Bray, President

Jack W. Dodd, Vice President

Jeff Lipinski, Member

Attest:

Jessica Secrease, Howard County Auditor

Signature Page for Howard County Docket and Accounts Payable Register

Date: _____ 10/02/2023 _____

Total amount of docket: \$ _____ 1,509,686.47 _____

I approve that there is sufficient money in the bank account to pay out the attached docket.

Christie Branch, Howard County Treasurer

Howard County Commissioners

Brad B. Bray, President

Jack W. Dodd, Vice President

Jeff S. Lipinski, Member

Attest:

Jessica Secrease, Howard County Auditor