

**NOTICE OF AND AGENDA FOR:**  
**HOWARD COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING**  
**HOWARD COUNTY ADMINISTRATION CENTER**  
**220 NORTH MAIN STREET, ROOM 338 (3RD FLOOR)**  
**TUESDAY, JANUARY 16, 2024, AT 4:00 P.M.**

- I. Pledge of Allegiance, Prayer
- II. Special Announcements / Recognitions
- III. Approval of Previous Meeting's Minutes
- IV. Departmental Business & Reports
  - A. *Sheriff's Officer – Jerry Asher*
    - i. Vehicle Purchase
  - B. *Clerk's Office – Debbie Stewart*
    - i. Renewal of Contract with Jeremy Peelle
    - ii. Renewal of CSI Software License Agreement
    - iii. PayCourt Debt Collection Agreement
    - iv. Revised Election Worker Pay Schedule
  - C. *Treasurer's Office – Christie Branch*
    - i. Treasurer's Board of Finance Meeting
    - ii. L&D Mail Masters, Inc. Services Agreement
  - D. *Auditor's Office – Jessica Secrease*
    - i. Renewal of Contract with Hartman & Williams, LLC
  - E. *Highway Department – Amber Tolle*
    - i. Salt Barn Construction
- V. New Business
- VI. Claims & Reports
  - A. Salary Claims
  - B. Payroll Expense
  - C. Operating Claims
  - D. Ratify Claims
  - E. Monthly Reports
    - i. County Treasurer's Monthly Report for November 2023
  - F. Grants
- VII. County Attorney Issues
- VIII. Commissioner Issues
- IX. Public Comments
- X. Adjourn

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

## **HOWARD COUNTY BOARD OF COMMISSIONERS' MEETING: JANUARY 2, 2024**

The Howard County Board of Commissioners met in Regular Session on Tuesday, January 2, 2024, at 12:00 p.m. in Hearing Room 338 of the Howard County Administration Center. Those in attendance included Commissioner President Brad Bray, Commissioner Vice President Jack Dodd, Commissioner Member Jeff Lipinski, County Attorney Alan Wilson, and County Auditor Jessica Secrease.

The meeting was called to order by Sheriff Jerry Asher and conducted by President Bray. Commissioner President Bray led the Pledge of Allegiance, and Commissioner Lipinski offered a word of prayer.

### **REORGANIZATION OF COMMISSIONERS:**

Commissioner Lipinski made a motion to nominate Commissioner Dodd as Commissioner President. Commissioner Bray seconded the motion, and the motion carried. Commissioner Lipinski made a motion to nominate Commissioner Bray as Commissioner Vice President. Commissioner Dodd seconded the motion, and the motion carried.

Commissioner President Dodd thanked Commissioner Bray for his leadership over the past year and for everything he has done for the County. Commissioner President Dodd also welcomed Alan Wilson as the new full-time County Attorney.

### **IN THE MATTER OF APPROVAL OF MINUTES:**

The minutes of the December 27, 2023, regular meeting, having been previously submitted and reviewed, were approved as presented on a motion made by Commissioner Bray. Commissioner Lipinski seconded the motion, and the motion carried.

### **IN THE MATTER OF DEPARTMENTAL BUSINESS & REPORTS:**

#### **PLAN COMMISSION**

##### ***Rezoning (Case 12-CZ-23)***

Plan Commission Executive Director Greg Sheline submitted Ordinance No. 2024-BCCO-02 for the rezoning of the property located at 10506 W. 200 N., Kokomo, Indiana from AG (Agriculture) to RR (Rural Residential). There was a favorable recommendation by the Board. There was no remonstrance. With the rezoning request having been heard, Commissioner Lipinski made a motion to approve Ordinance No. 2024-BCCO-02 as presented. Commissioner Bray seconded the motion, and the motion carried.

##### ***Rezoning (Case 13-CZ-23)***

Plan Commission Executive Director Greg Sheline submitted Ordinance No. 2024-BCCO-03 for the rezoning of the property located at 1479 S. 600 E., Kokomo, Indiana from AG (Agriculture) to RR (Rural Residential). There was a favorable recommendation by the Board. There was no remonstrance. With the rezoning request having been heard, Commissioner Lipinski made a motion to approve Ordinance No. 2024-BCCO-03 as presented. Commissioner Bray seconded the motion, and the motion carried.

##### ***Subdivision (Case 8-CP-23)***

Plan Commission Executive Director Greg Sheline submitted a new subdivision, Fabio Acuna Subdivision, located on a new lot at 10506 W. 200 N., Kokomo, Indiana. There was a favorable recommendation by the Board. There was no remonstrance. With the new subdivision request having been heard, Commissioner Lipinski made a motion to approve Fabio Acuna Subdivision, located on a new lot at 10506 W. 200 N., Kokomo, Indiana as presented. Commissioner Bray seconded the motion, and the motion carried.

***Public Comment from Resident Brad Semon of 10954 E. 100 S., Greentown, Indiana:*** Mr. Semon stated that he does not understand why it is so easy to rezone land from Agriculture to Rural Residential. He went on to say that for three years, he has been trying to get something rezoned for a solar project, but it still has not been done. Mr. Semon asked the Commissioners why there was so much hypocrisy in the County that they could not zone something for what it is.

Mr. Semon stated the situation is getting aggravating for him. Mr. Semon stated that they are talking about 4,000 acres that are commercial industrial to stay zoned as agriculture.

Mr. Sheline stated that the ordinance for solar project allows for a special exception for a power generation facility in agricultural, and that is what the solar project representatives have asked for. He stated that with residential zoning, when there is an agricultural property to build a single-family home in agricultural, there must be 20 acres of land. He stated that neither one of the properties are 20 acres.

## **SHERIFF'S DEPARTMENT**

### ***Vehicle Purchase***

Sheriff Asher stated that they have a Chevy pickup truck that is having some transmission issues, and he does not want to put anymore money into it. He stated that the truck is a 2014 and has almost 150,000 miles on it. He would like to have permission to replace the truck for their Task Force. He is still working on getting quotes. Sheriff Asher stated that they would use their Cumulative Capital Development Fund's vehicle account to pay for the new vehicle. Commissioner Lipinski stated that he doesn't believe that the Sheriff needed permission from the Commissioner to start getting quotes. Attorney Wilson stated that he doesn't need a motion to start getting quotes together. Sheriff Asher stated that he will also have three older squad cars he will be trading out for the three new Dodge Durangos that they have. The Sheriff's Department will be getting rid of five cars and adding five new ones.

Sheriff Asher also gave the Commissioners the 2023 Sheriff Task Force stats and the 2023 Courthouse Security stats.

## **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 December 29, 2023, in the amounts of \$984,975.35 were submitted and approved on a motion made by Commissioner Lipinski. Commissioner Bray seconded the motion, and the motion carried.
2. **Payroll Expenses:** The Commissioners' Payroll Expenses for payment on December 29, 2023, in the amounts of \$984,975.35 were submitted and approved as presented on a motion made by Commissioner Bray. Commissioner Lipinski seconded the motion, and the motion carried.
3. **Operating Claims:** The Commissioners' Operating Claims to be paid January 2, 2024, in the amount of \$663,355.54 was submitted and approved as presented on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Dodd, and the motion carried.

## **IN THE MATTER OF PUBLIC COMMENT:**

*Resident Brad Semon of 10954 E. 100 S., Greentown, Indiana:* Mr. Semon stated a direct quote from the Howard County Comprehensive Plan, which says that the future land use goal is "to provide opportunities for community growth and development which result in enhanced quality of life, a wide rang of housing opportunities, economic vitality, and enhanced recreation while preserving environmental integrity." He stated that "according to Future Land Use Map, Agricultural use is defined as being land used for business of crops, pasturage, confined feeding, conservation reserve program, farm building, farmhouses in the like." Mr. Semon stated that that does not mention one thing about solar or wind turbines.

*There being no further business to come before the Board of Commissioners at this time  
the meeting was adjourned at 4:17 p.m. on a motion made by Commissioner Bray.  
The motion was seconded by Commissioner Lipinski, 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: January 2, 2024

CONTRACT

This Contract is entered into this  2  day of DECEMBER, 2023, by and between Attorney Jeremy A. Peelle, LLC d/b/a PEELLE LAW OFFICE, 105 North Buckeye Street, P.O. Box 1106, Kokomo, Indiana 46903-1106 (hereinafter "PLO") and the Howard County Clerk by and through the Howard County Clerk, 104 North Buckeye Street, Kokomo, Indiana 46901 (hereinafter "Clerk").

WITNESSETH:

WHEREAS, the Clerk is responsible for collecting certain fines and fees associated with court costs, infractions, and civil penalties in Howard County which, on occasion, become delinquent because of a party or entity's failure to pay said fines, fees, and costs in a timely fashion; and,

WHEREAS, I.C. § 5-22-6.5-3 et seq. authorizes Howard County, as a unit of local government, to retain an attorney to assist in the collection of these delinquent fines, fees, and costs, and, to charge a collection fee; and,

WHEREAS, Clerk desires to engage PLO to provide those legal services for the collection of delinquent fines, fees, and costs.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree to the following:

1. From time to time, Clerk will refer collection matters, including but not limited to, delinquent fines, fees, and costs and NSF / bad checks, to PLO for legal action;
2. PLO will review each matter referred to it by Clerk and will either initiate collection actions or will advise Clerk of its inability or refusal to undertake representation in that particular matter;

3. Legal services to be rendered to Clerk by PLO, pursuant to this agreement, shall not include legal services in connection with a bankruptcy, a counter-claim or other claim against Clerk, or an appeal by any party from a ruling or judgment of a trial court. PLO will render legal services in connection with bankruptcy, counter-claim, or appeal only upon separate agreement with Clerk;
4. All monies collected on collection matters referred to PLO by Clerk will be collected and retained by Clerk and disbursed in the following manner:
  - a. PLO agrees to provide legal services to Clerk in exchange for payment to PLO of a collection fee which shall consist of, and be equal to, thirty-three and one-third percent (33 1/3 %) of the underlying account turned over to PLO for collection ("collection fee");
  - b. The collection fee shall be collected from the Defendant as an add-on to the underlying account, so that the Clerk will retain 100% of the underlying account collected, together with any delinquent fines, fees, and costs payable to the Clerk by statute.
  - c. All funds collected shall be payable directly to Clerk, and the Clerk shall disburse to PLO, not less frequently than monthly, the collection fee owing to PLO;
  - d. Any amounts paid directly to PLO shall be immediately remitted to Clerk for accounting and tracking in accordance with the terms of this agreement and shall not be deposited by PLO into any account in the name of PLO;
5. PLO agrees to pursue collection of each delinquent fine, fee, or cost not refused pursuant to Paragraph 2 above;

6. This contract may be terminated by either party upon providing written notice to the other party;

ENTERED INTO THIS 7 DAY OF DECEMBER, 2023.

Attorney Jeremy A. Peelle, LLC  
d/b/a PEELE LAW OFFICE

By: \_\_\_\_\_

Jeremy A. Peelle  
Attorney #21775-49  
105 North Buckeye Street  
P.O. Box 1106  
Kokomo, IN 46903-1106  
(765) 450-6851

Howard County Clerk

By: Debbie Stewart

Debbie Stewart (Clerk)  
Howard County Courthouse  
104 North Buckeye Street  
Kokomo, Indiana 46901  
(765) 456-2000

APPROVED:

Howard County Commissioners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_

**CSI - Computer Systems, Inc.**  
Software License Agreement  
Howard County, IN

This Agreement is made and entered into between CSI - Computer Systems, Inc. (CSI) and the Board of Commissioners of Howard (County). CSI and County, as parties to the Agreement, hereby agree as follows:

**1. AGREEMENT TERM AND DEFINITION**

- A. This Agreement is effective only upon execution by the parties and will continue for a term of (1) year beginning January 1, 2024 and ending December 31, 2024. Thereafter, this Agreement shall be automatically renewed for successive one-year terms at CSI's annual Software License Agreement fee in effect at the time of renewal. Either party may elect not to renew this Agreement by providing the other with written notice on or before ninety (90) days prior to the expiration of the Agreement.
- B. Licensed Software - means such software (in executable form), documentation, file layouts and other tangible or intangible information included in CSI's Judicial Tracking System applications and related to the operation thereof which are the intellectual properties of CSI. Licensed Software includes the modules listed in Section 9 herein.
- C. New Modules - refers to the end result of additions to Licensed Software that may result if due to the complexity of state statute changes; changes that may change the substance of the basic function of the Licensed Software; or create one or more new functions outside the scope of the basic functionality of the existing Licensed Software and which is marketed as a separate standalone product by CSI.
- D. System Software - means such software, documentation and other tangible or intangible information constituting the network server or personal computer operating system software packages, database development software, word processing, ad hoc report writer software, or any other non-CSI developed software; and related to the operation thereof as have been licensed to CSI, or others for redistribution and sublicensing and as have been or are hereafter delivered or disclosed by CSI to County or County's employees.
- E. Source Code - means the copyright protected Licensed Software programs as written and developed by CSI used for input to a compiler, written in a source language used to produce the object code which is then executable machine code for the Licensed Software. Source code also includes all shell scripts, batch files or other programs used in the execution and production of Licensed Software.

**2. CSI'S LICENSED SOFTWARE RESPONSIBILITIES**

- A. Software License - CSI hereby grants County, and County accepts from CSI, a nontransferable, nonexclusive license to use Licensed Software as developed or otherwise delivered. The Licensed Software license rights include only the executable versions of the software listed in Section 9. Licensed Software license rights temporarily will be extended for use on backup equipment.
- B. CSI acknowledges that the court records and data are the property of the Court and the Clerk of Circuit Court of County and that such information are subject to the directions and orders of the Court and Clerk of Circuit Court of County with respect to the handling and access to the court records per Indiana Supreme Court Administrative Rules.
- C. CSI will not disseminate bulk or compiled information without first obtaining approval as required by the Indiana Supreme Court Administrative Rules.

**3. SERVICE AVAILABILITY PERIOD**

- A. CSI will provide the services as outlined in this Agreement for the period of 8:00 a.m. to 5:00 p.m. Eastern Standard, Monday through Friday, excluding Weekends and Holidays.
- B. County may request services from CSI outside the time period in 3 (A) above and County agrees to pay for such services at CSI's then applicable rates and terms.

**4. COUNTY RESPONSIBILITIES**

- A. County will use the Licensed Software according to the CSI operating manuals and specifications.
- B. TITLE TO LICENSED SOFTWARE AND CONFIDENTIALITY AGREEMENT: The Licensed Software licensed hereunder and all copies thereof are proprietary to CSI, and title thereto remains in CSI. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in CSI except as provided herein. County shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software or copies thereof to others except as provided herein. County agrees that during the term of license and thereafter, it will



**CSI - Computer Systems, Inc.**  
Software License Agreement  
Howard County, IN

hold the Licensed Software in strict confidence, that it will not except as provided herein disclose or otherwise make the Licensed Software or any part thereof available to any third party other than accountants, attorneys, consultants, and other agents and servants in the course of County's business or as required by Indiana law or court order, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software. County further agrees that it will restrict use of the information provided hereunder solely to the field of use, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to County or County's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software or any part of the Licensed Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software license, County agrees to return all tangible portions of the Licensed Software together with all copies thereof at any time made by County to CSI.

- C. County will promptly notify CSI of Licensed Software failure or malfunction and allow CSI full, free and safe access to the Licensed Software either via remote access or on-site access.
- D. The County shall not copy or reproduce in any form whatsoever the Licensed Software without the express written permission of CSI; with the exception of making copies for backup purposes only.
- E. County shall install and maintain for the duration of this agreement at a minimum a secured connection to their server (preferably a VPN connection) and an associated internet connection to a Workstation. County shall pay for the installation, maintenance and use of such equipment and associated use charges. CSI, at its option, shall use this connection for error correction, updates and new releases.
- F. **RIGHTS IN CHANGES AND EXTENSIONS:** County shall not make or allow others to make any changes or extensions to the Licensed Software or System Software during the term of this Agreement or thereafter, and CSI may or may not support and maintain any such changes or extensions. If County receives the Source Code as a result of default by CSI under a Source Code Escrow Agreement, if applicable, or County has purchased the Licensed Software Source Code, County may make changes and extensions to the Licensed Software subject to the terms and conditions of CSI's Source Code Escrow Agreement and/or Source Code Purchase Agreement. If County produces any changes or extensions to the Licensed Software or System Software, County does hereby indemnify and shall hold harmless (including reasonable attorney fees) CSI, its officers and employees (referred to individuals as the "Indemnified Party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from the negligence of County or its agents, including (but not limited to) the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the change or extension made by County to Licensed Software or System Software. County may, at its option, conduct the defense in any such third-party action arising as described herein and CSI promises fully to cooperate with such defense. This indemnification is limited to the Licensed Software and System Software delivered to County.
- G. In the event of any termination of this Agreement, County shall immediately (i) delete and remove Licensed Software, and any copies thereof from all computer systems and backups and (ii) cease using, or permitting to be used, the Licensed Software and any adaptation, modification, derivation or translation thereof. Any termination or expiration of this Agreement shall not relieve County from its liability for payment of the License Fee and shall not prejudice the right to recover any sums due or accrued at the time of such termination or expiration (including the full amount of the License Fee) and shall not prejudice any cause of action or claim accrued or to accrue on account of any breach or default.

**5. SERVICE LIMITATIONS**

- A. The Software License Agreement does not include the following:
  - 1. Does not include any changes to Licensed Software mandated by State statute, rules, regulations or practices of the State of Indiana, the Supreme Court of Indiana, the State Board of Accounts or other competent authority unless such changes constitute New Modules.
  - 2. Does not include updates, enhancements, bug fixes or new releases (and installation thereof) to Licensed Software that are not New Modules. This does NOT include

**CSI - Computer Systems, Inc.**  
**Software License Agreement**  
**Howard County, IN**

any upgrades or new purchase of the System Software necessary to run the updates, enhancements or new releases.

3. Does not include telephone support for the Licensed Software, operating system, database development software, system administration, word processing and/or other non-CSI application software.
  4. Does not include operating system, database development software, system administration, word processing and/or other non-CSI application software.
  5. During the term of this Agreement, CSI shall correct the Licensed Software necessary to remedy any errors or defects which are attributed to Licensed Software. Such corrections shall be promptly accomplished after County has identified and notified CSI of any such error in accordance with reasonable procedures agreed between the parties. If it is determined that a non-critical bug exists in the Licensed Software for which a reasonable work around is available, CSI may at its discretion implement the fix in a subsequent release of the Licensed Software covered by Section 2 (B) above.
  6. Programming time necessary to repair defects in the Licensed Software caused by hardware failure.
  7. Maintaining any Non-CSI approved or produced changes, extensions, modifications or alterations to Licensed Software whether or not County has the rights to make such changes. Any changes, extensions, modifications or alterations to the Licensed Software by County that causes a malfunction of program execution within Licensed Software, incompatibility with other components of Licensed Software, or loss of intended functionality of Licensed Software, including State mandated functionality, is the sole responsibility of County. If CSI is required to correct such malfunction or such changes cause CSI additional work to support the Licensed Software, CSI will charge County at CSI's then current rates for programming services. CSI is not responsible for errors to County produced changes as a result of CSI produced changes per Section 2 (B).
  8. Installing, reinstalling or moving Licensed Software connected with the relocation of or onto new Hardware or tampering by persons or organizations other than CSI.
  9. Accuracy or usability of County performed backup. Any expense related to any reconstruction of data from backup media, hard disk drive, or corrective action to restore all Licensed Software and data due to faulty media, tape backup failure or improper backup procedures are the responsibility of the County.
  10. Catastrophes or causes external to the Licensed Software such as but not limited to computer viruses, acts of God, acts of war, terrorism, accident, fire, and/or water damage.
  11. Fault or negligence of County and improper use or misuse of Licensed Software.
  12. Failure, instability or unsuitability of hardware not approved and tested by CSI.
  13. CSI assumes no responsibility for obsolescence of documentation.
  14. This agreement does NOT include the training nor retraining of County staff for new releases, enhancements or new modules. Nor does this agreement cover CSI's time to assist the County staff in areas outside the scope of Licensed Software support. (Examples include bookkeeping, bank reconciliation, quarterly statistics etc.).
  15. Conversion of third-party data to or from Licensed Software.
  16. Licensed Software maintenance does NOT include System Software (Operating System, Database Software, Communication Software) or any non-CSI developed software.
- B. Upon request by County, services excluded in this section may be provided by CSI and County agrees to pay for such additional services at CSI's then applicable rates and terms.

**6. CHARGES AND PAYMENTS**

- A. The charges can, by consent of CSI, be invoiced monthly, quarterly or annually in advance based upon

**CSI - Computer Systems, Inc.**  
Software License Agreement  
Howard County, IN

the payment plan specified. The County agrees to pay the invoiced charges in advance by the due date of the stated coverage. Any Agreement to be invoiced monthly or quarterly will be charged an additional ten (10) percent of the annual amount for bookkeeping charges.

- B. The County agrees to pay amounts equal to any taxes resulting from this Agreement and any activities hereunder, exclusive of taxes based on CSI's net income. If County is tax exempt, County shall provide CSI any information necessary to document this tax-exempt status.
- C. CSI may adjust any charges from time to time to correspond with CSI's then current rate. Adjustments will be effective on the first date of renewal of Agreement as specified in Section 1, if any. Charges for any Licensed Software added to this Agreement will be at the then current rate.
- D. **There will be NO REFUNDS or credits if County cancels the Agreement before the expiration of the one (1) year Agreement unless such cancellation is the result of a breach of this contract by CSI of Section 8 herein.**
- E. In the event fees for this Agreement become delinquent by more than sixty (60) days, this Agreement shall be suspended. CSI shall be entitled to all past due and current due charges plus interest and attorney fees.

**7. LIMITATION OF LIABILITY**

- A. CSI's Liability to the County for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence shall not exceed the charges paid or payable for one (1) year of maintenance that is the subject matter of or is directly related to the cause of action arose. This limitation will not apply to claims for personal injury or damage to real or tangible personal property caused by CSI's negligence.
- B. No action (whether in contract or in tort, including negligence) arising out of the performance of CSI under the Agreement may be brought by either party more than eighteen (18) months after the cause of action has arisen except an action for nonpayment may be brought within eighteen (18) months of the date of the last payment.
- C. In no event will CSI be liable for any cost or damage associated with the loss of use of Licensed Software or any other resources, for any lost data, loss of business or profits, any third party claims, cost of substitute programs or any other special, indirect or consequential damages even if CSI has been advised of or should have known of the possibility of such damages or for any claim against the County by any other party. This includes the conversion by CSI of data from another system to the Licensed Software, conversion of existing data to new releases or enhancements of Licensed Software or any data transferred to Licensed Software whether provided by CSI or converted by CSI. CSI will take all reasonable precautions to ensure that the data is correct, but does not guarantee the accuracy of such data. County agrees to verify and take responsibility for all data contained in Licensed Software. CSI agrees to assist County in correcting any errors identified by County as a result of any conversion or transfer of data to the Licensed Software. Any errors as a result of the transfer or conversion of data to Licensed Software by County or County Representative are not the responsibility of CSI to correct. CSI may agree to assist County at CSI's then current hourly rate. CSI assumes no responsibility for obsolescence of the Licensed Software programs or documentation.
- D. The County agrees to indemnify and defend CSI for any claims by third parties which are occasioned by or arising from CSI's performances pursuant to instructions of the County including customized programming modifications for County.
- E. In providing service, CSI does not assure uninterrupted operation of the Licensed Software and CSI is not responsible for failure to render services due to causes beyond its control or failure of the System Software, hardware and/or equipment for which the Licensed Software is to function on.
- F. CSI makes no other representations or warranty express or implied with respect to any Licensed Software hereunder, including without limitation, any representation or warranty as to its merchantability or fitness for any intended use. CSI shall have no liability hereunder for any incidental or consequential damages arising out of this Agreement or out of the Licensed Software.

**8. GENERAL**

- A. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. CSI may adjust charges pursuant to Section 6 (C) in the absence of any

**CSI - Computer Systems, Inc.**  
**Software License Agreement**  
**Howard County, IN**

contract to the contrary. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.

- B. Without the prior written consent of CSI, the County may not assign this Agreement. Any attempt by County to assign any of the rights or obligations of this Agreement without such consent is void.
- C. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
- D. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.
- E. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.
- F. CSI, its officers, employee, agents, contractors and its subcontractors, if any, comply with all laws of the United States, the State of Indiana and City and shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status. Breach of this covenant may be regarded as a material breach of this Contract.
- G. Under Indiana law (I.C. 5-22-16.5), CSI its officers, employee, agents, contractors and its subcontractors, if any are not engaged in any investment activities in Iran.

**9. LICENSED SOFTWARE**


- A. The Licensed Software Modules to be covered by this Agreement are detailed per Attachment A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

COUNTY: Board of Commissioners of Howard County

BY:

  
Kevin J. Cook

TITLE: President

DATE: December 28, 2023

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A**

**CSI - Computer Systems, Inc.**  
 Software License Agreement  
 Howard County, IN

**LICENSED SOFTWARE MODULES:**

**Annual Rate**

Case Tracking System	
Clerk Accounting System	
JTS Calendar Scheduling System	
Judgment Collection System	
Jury Management System	
JTS Access	
JTS Reports	
<b>TOTAL</b>	<b>\$ 4,000.00</b>

This "Debt Collection Agreement" (hereinafter "Agreement") is entered into and effective on this the 1<sup>ST</sup> day of JANUARY 2024 by and between Howard County, Indiana (hereinafter "Client") and Credit Collection Partners, Inc DBA PayCourt, an Illinois corporation (hereinafter "PayCourt").

**-RECITALS-**

Whereas, Client desires to utilize the services of PayCourt to perform collection services and PayCourt desires to undertake such collection services. Accordingly, the parties agree that their relationship be governed by the terms of this Agreement.

**1. General Requirements**

- A. **Scope.** Collection Services are sought by the Client for delinquent accounts owed by violators or defendants (hereinafter "Debtor") for court related collections.
- B. **Information Communicated to Debtor.** PayCourt shall remain solely responsible for including Debtor collection language required by State and Federal law on all written notices and verbal communications.
- C. **Transmission of Payments by PayCourt.** PayCourt will remit all full and partial payment information once payment is received and verified. PayCourt will remit an ACH for the prior week's activity and report this amount with the payment information. Remittance frequency can be subject to change so long as both parties agree to the terms.

**2. Effective Date, Initial Term & Extended Terms**

- A. **Effective Date.** This Agreement shall become effective on the day and year as specified above or upon execution of both parties.
- B. **Initial Term.** The initial term of the Agreement shall be for a period of two (2) years commencing with the Effective Date.
- C. **Subsequent Extensions:** At the expiration of the Initial Term, if this Agreement is in full force and the parties have performed all terms and conditions thereof, and provided the Client has not given prior written notice to PayCourt of its intention not to extend this Agreement, this Agreement shall be automatically extended upon the same terms and conditions as herein provided, for successive one (1) year terms until notice of termination or non-renewal is given as provided in the Agreement.

**3. Compensation.** PayCourt's total compensation for services rendered hereunder shall be a collection fee in the amount of 30% of the amount a defendant owes for each case at the time of account placement. PayCourt's fee shall be allocated and retained by PayCourt as follows:

- A. On receipt of payment in full, PayCourt shall either remit the full amount of the original debt,

including the collection fee, to Client (generally referred to as gross accounting) OR remit only the amount placed for collection to Client while retaining the collection fee (generally referred to as net accounting).

B. On partial payments received from a Debtor the payments shall be distributed at 76.9231% (or \_\_%) to Client and 23.0769% (or \_\_%) to PayCourt, or a mutually agreed upon split percentage, until the 30% fee to PayCourt has been paid to zero.

4. **Assignment.** The assignment hereunder of delinquent accounts by Client to PayCourt is a limited, conditional revocable assignment. As such, Client retains full authority to revoke any account assignments at any time during the collection process in accordance with the conditions set forth in the Agreement.

5. **Direct Payment to the Client.**

Once PayCourt has received account, Client shall direct Debtor to PayCourt to remit payment. If a Debtor attempts to make a payment at an office of the Client, Client shall collect the total balance due, to include the 30% fee. Partial payments are permitted and shall be received using the same spread outlined in section 3-B. PayCourt to be notified of payment via integration with Client's case management system or other mutually agreed upon method.

6. **Indemnification.**

PayCourt agrees to indemnify, defend and hold the Client harmless from and against any and all claims, demands, damages, liabilities and costs incurred by the Client, including reasonable attorney's fees arising out of the willful or gross negligence of PayCourt or its employees during the performance of its duties required pursuant to this contract.

Client agrees to indemnify, defend and hold PayCourt (including its officers, agents, and employees) harmless from and against any and all claims, demands, damages, liabilities and costs incurred by PayCourt, including reasonable attorney's fees arising out of the willful or gross negligence of the Client or its employees during the performance of its duties required pursuant to this contract.

7. **Insurance Requirements.**

For all periods during which this Agreement is in effect, PayCourt shall maintain insurance coverage in the forms and minimum coverage amounts set forth below:

A. Errors and Omissions/Professional Liability – Coverage must be afforded under an “occurrence” form policy or “claims made” form in limits not less than \$1,000,000.00 It is required that “Errors and Omissions/Professional Liability” Insurance coverage be provided for all acts and omissions that occur during the term of the Collection Services Agreement. If this coverage is written on a claims-made form, proof of extended reporting period coverage is required.

B. Commercial General Liability – Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, for limits not less than

\$1,000,000/general aggregate; \$1,000,000/products – completed operations (aggregate); \$1,000,000/each occurrence; \$100,000/damage to premise; \$5,000 medical payments. Coverage at the herein-specific limits for tort claims shall include, but not be limited to, personal injury or property damage/loss related to libel, false arrest and slander.

- C. Certificate of Insurance – Certificates of all insurance required from PayCourt shall be filed with the Client as the certificate holder, before operations are commenced. The insurance indicated on the certificate shall be subject to its approval for adequacy and protection. The certificates will state the types of coverage provided, limits of liability and expiration dates.

PayCourt shall provide to the Client, as requested, a certificate of Insurance naming the Client as additional insurance for the Commercial General Liability coverage. If the certificate of insurance is cancelled PayCourt will notify the Client within forty-five (45) days from the notice of cancellation. The certificate should also indicate if coverage is provided under a “claims made” or “per occurrence” form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which shall be the same date of this Collection Services Agreement.

If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished by PayCourt to the Client within thirty (30) days of coverage expiration.

#### 8. Termination.

This contract shall become effective as of the date of signing and shall continue in effect until such time as the contract is terminated by either party. This contract may be terminated by either party with thirty (30) days written notice to the other party.

- A. Additional 120-Day Collection Period. In the event of such termination, PayCourt may continue collection activity on previously assigned accounts for a period of 120 days from receipt of Client’s notice of termination.
- B. Ongoing Procedures and Reports. All procedures for money transmittal and reports related to these accounts shall remain operative:
- I. During this 120-day period, and
  - II. For all times subsequent to the expiration of this 120-day period in the event PayCourt receives post-terminated payments.
- C. Expiration of 120-Day Period. Upon the expiration of this 120-day period, PayCourt shall:
- I. Cease all collection efforts and no longer be due collection fees on accounts assigned as a result of this Agreement,
  - II. Forward to the Client any monies received at that time for accounts which had been assigned hereunder; and



III. Return to the Client all assigned accounts.

- D. Final Accounting. Within 30 days following the expiration of this 120-day period, PayCourt shall submit to the Client a final accounting of all assigned accounts for which a fine/court cost balance remains due.
- E. Under no circumstances will any damages be paid as a result of termination hereunder.

9. Miscellaneous Provisions

- A. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY. This agreement supersedes all previous agreements, communications and understandings, oral or written, between the parties with respect to the subject hereof, except to the extent incorporated herein.
- B. Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally. Amendments, supplements, changes and waivers shall be deemed effective and binding only if accomplished by a written instrument signed by both parties hereto.
- C. Assignment. No party may assign its duties or obligations under this Agreement, without written consent of the other party, to any person or entity, in whole or in part. In the event of an agreed-upon assignment, the parties understand that PayCourt shall remain liable for performance of the contractual provision of this Agreement.
- D. Authority. The parties have all necessary legal capacity, right, power and authority to enter into, execute, deliver and be bound by this Agreement.
- E. Compliance with Laws. PayCourt shall comply with all applicable Federal and State laws, ordinances, regulations and requirements applicable to the work contemplated by this Agreement. PayCourt is familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work hereunder.
- F. Settlement. PayCourt shall not settle any delinquent account for less than the full amount owed unless otherwise directed in writing by the Client.
- G. Expenses. Unless otherwise provided for in this Agreement, any expenses incurred by PayCourt, its employees, agents, and subcontractors including but not limited to air or other travel fare, automobile travel mileage, and food and lodging expenses are the responsibility of PayCourt.
- H. Governing Law. This Agreement and all transactions contemplated by this Agreement and all Exhibits thereto shall be governed by, construed and enforced in accordance with, the laws of the State of Indiana.
- I. No Legal Actions. There is no demand, claim, suit, action, arbitration or other proceeding pending or threatened (or for which any basis exists) that in any way questions or jeopardizes

(or could question or jeopardize) the ability of either party to enter into this Agreement or perform any of said party's obligations hereunder.

- J. No Waiver. The failure or delay of either party at any time to require performance by the other of any provisions of the Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.
- K. Performance. The parties' execution and delivery of this Agreement and performance by each party of said party's respective obligations under this Agreement do not breach, and will not result in a breach or violation of, any agreement, lien, security interest or understanding or obligation to which said party is a party or by which said party is bound.
- L. Notices. All notices, requests and other communications required under this Agreement shall be in writing and shall be faxed or mailed to the following:

CLIENT: HOWARD COUNTY CLERK

Attn: DEBBIE STEWART

Address: 104 N BUCKEYE STREET ROOM 202

KOKOMO IN 46901

Phone Number: 765-456-2000

Fax Number: 765-456-2267

Email: debbie.stewart@howardcountyin.gov

PayCourt

Attn: President

905 W Spresser St

Taylorville, IL 62568

By Facsimile: (217) 303-8053

- M. Permits Laws & Regulations. PayCourt shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- N. Relationship of Parties. In the performance of this Agreement, PayCourt will be acting in the capacity of an independent contractor, and not as an agent, employee, partners, joint venture, or associate of the Client. PayCourt shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by PayCourt in the full performance of this Agreement. Neither PayCourt nor any of its employees, officer, agents or any other individual direct to act on behalf of PayCourt for any act related to this Agreement, shall represent, act, and purport to act, or be deemed to be the employee of the Client.

O. Severability. If any provision of this Agreement or any other agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible.

P. Subcontractors. PayCourt shall not subcontract, in whole or in part, its duties or obligations under this Agreement without prior written consent of the Client. In the event of an agreed-upon subcontract, the parties understand that PayCourt shall remain liable for performance of the contractual provisions of this Agreement.

Q. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this contract, other than for delay in the payment of money due and payable hereunder, to the extent said failures or delays are proximately caused by causes beyond the party's reasonable control and occurring without its fault or negligence, including but not limited to, failure to perform any term or condition of the contract as a result of acts of civil or military authorities, national emergencies, acts of God, insurrection, and war, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, and provided the party experiencing difficulty provide, formulates and implements an interim plan of service or plan to resume its performances of the contract, and provided that the party experiencing the difficulty provides dates by which performance obligations are scheduled to be resumed and met.

R. DATA INTERFACE:

PayCourt is very interested in establishing a robust data integration with Client's case management system and would explore subsidizing some of the costs, if any, from the case management system company to Client.

S. PCI DATA. Client will have access to certain sensitive data such as social security numbers and payment card information (PCI) via PayCourt's client access portal. The data is stored in a PCI compliant manner. Client assumes all potential PCI compliant liability upon downloading any PCI related data up to and including voice recordings.

T. E-Verify. Pursuant to I.C. 22-5-1.7 et seq. as is incorporated herein by this reference (the "Indiana E-Verify Law"). PayCourt is enrolled in and verifies the work eligibility status of its newly hired employees using the E-Verify program. PayCourt's E-Verify Company ID is 1434308. PayCourt further agrees to execute an affidavit, provided by client, that substantiates our enrollment and involvement in this program.

As outlined in section 9 subsection P, PayCourt does NOT intend to subcontract any portion of the work described in this agreement, however, in the event PayCourt does subcontract a portion of this agreement, the subcontractor shall comply fully, to the same

standards/requirements/degree, as PayCourt, with E-Verify.

Client may require a cure of any such violation. If no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

U. Non-Discrimination. PayCourt represents and warrants that it and all its officers, employees agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and County prohibiting discrimination against an employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of any employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam-era veteran status.

V. Investment in Iran. To the extent I.C. 5-22-16.5 is applicable, PayCourt certifies to Client that it has not engaged in investment activities in Iran.

IN WITNESS WHEREOF, the parties have caused this Collection Services Agreement between the Client and PayCourt, to be executed for the uses and purposes therein expressed on the day and year first above written.

**Howard County, IN**

**PayCourt**

Name (Printed):	_____	Name (Printed):	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Phone #:	_____	Phone #:	_____
Date:	_____	Date:	_____

**Howard County, IN**

Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Date: \_\_\_\_\_

# ELECTION WORKER PAY SCHEDULE

2023 PAY SCHEDULE	ELECTION DAY	EARLY VOTING
INSPECTOR	\$140.00 = \$11.67 PER HOUR BASED ON 12 HOUR DAY	\$100.00 = \$10.00 PER HOUR BASED ON 10 HOUR DAY
JUDGE	\$125.00 = \$10.42 PER HOUR BASED ON 12 HOUR DAY	\$80.00 = \$8.00 PER HOUR BASED ON 10 HOUR DAY
ELECTION WORKER	\$100.00 = \$8.33 PER HOUR BASED ON 12 HOUR DAY	\$60.00 = \$6.00 PER HOUR BASED ON 10 HOUR DAY
2024 PAY SCHEDULE	ELECTION DAY	EARLY VOTING
INSPECTOR	\$225.00 = \$18.75 PER HOUR BASED ON 12 HOUR DAY	\$140.00 = \$11.67 PER HOUR BASED ON 12 HOUR DAY
JUDGE	\$200.00 = \$16.67 PER HOUR BASED ON 12 HOUR DAY	\$125.00 = \$10.42 PER HOUR BASED ON 12 HOUR DAY
ELECTION WORKER	\$155.00 = \$12.92 PER HOUR BASED ON 12 HOUR DAY	\$100.00 = \$8.33 PER HOUR BASED ON 12 HOUR DAY

4/18/2023

## SERVICES AGREEMENT

This Services Agreement (this "Agreement"), effective as of 01/08/24 (the "Effective Date"), is by and between L & D Mail Masters, Inc., with an address of 110 Security Parkway, New Albany, IN 47150 ("Provider") and Howard County Treasurer, having an address of 220 North Main Street, Room 226, Kokomo, Indiana, 46901 ("Client").

Client wishes to have annual property tax forms printed and mailed ("the Services"). Provider provides printing and mailing services. Client desires to engage Provider to provide the Services, and Provider is willing to provide such Services under the terms and conditions set forth below.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Structure.** This Agreement sets out the general terms and conditions applicable to the relationship between the parties. Provider shall provide Services to Client, which shall be detailed under one or more specific statements of work in the form set forth in *Exhibit A* (each, an "SOW"). Each SOW shall describe the specific project, shall be subject to the terms and conditions of this Agreement, and shall be signed and agreed upon by both parties. Each SOW shall include the quantity, the description, the unit price, whether any cutting or related Services are included, the price total for the SOW, and such other matters as the parties may agree. Each SOW, together with the terms and conditions in this Agreement, shall together constitute an independent agreement. If there is a conflict between any term of this Agreement and a SOW, the terms of this Agreement will govern unless the terms of the SOW expressly state an intent to override the terms of this Agreement and both parties have signed the SOW. In that instance the conflicting terms in the SOW shall control, but only for that SOW. Provider objects to any additional or different terms that Client may provide in a purchase order or other documentation and such terms shall be null and void and have no effect in amending this Agreement.
2. **Services.** The first SOW ("SOW 1"), attached to and made a part of this Agreement, shall set forth the default description for the order. Client may provide alternate content for the project, but if Client does not indicate a desire to deviate from the description set forth in SOW 1, and if Provider does not provide notice of any change in price, the terms of SOW 1 (in addition to the terms and conditions of this Agreement) shall apply for each order. Unless otherwise agreed upon in a SOW, Provider shall print materials based upon the following terms specified in SOW 1 (or Client's request, if Client chooses to adhere to the terms of SOW1) in the quantities, according to the description, and for the pricing set forth in each accepted SOW.
3. **Client's Obligations.** Client shall provide Provider specific images, art work, text, content (collectively, "Materials"), and instructions for printing based upon the following terms specified in SOW1. Client represents and warrants that it is the sole and exclusive owner of all intellectual property and other rights in the Materials provided to Provider and that it has the right to authorize Provider to use such Materials. Client agrees to indemnify, defend, and hold harmless Provider against all damages, losses, fees, expenses (including reasonable attorneys' fees and disbursements of counsel) arising out of any third party claims that Provider's use of the Materials as authorized by Client and/or printing of the materials in compliance with Client's instructions infringes or

otherwise violates the intellectual property, publicity, privacy, or other rights of any third party. Client shall cooperate with Provider as required to enable Provider to perform the Services. Client shall provide Provider press-ready artwork in electronic format, which shall include bleeds, location of perforations, and fold. Client acknowledges and agrees that if the Materials are not in the form required by Provider, Provider may not be able to print the materials or may not be able to print the materials for the price set forth in the SOW.

4. **Payment and Pricing.**

(a) **Pricing, Expenses, and Invoicing.** Client shall pay Provider the price set forth on the applicable SOW plus applicable taxes, postage (if applicable), and additional expenses (if applicable). Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client under this Agreement. Client shall pay invoices in U.S. dollars within thirty (30) days of the date of Provider's invoice. Pricing is subject to change based on Provider's review of Materials once provided. Provider may change pricing for SOW 1 on thirty (30) days advance written notice to Client. Client will accept and pay for up to five percent (5%) overage.

(b) **Service Charges.** Late payments for Services shall bear a service charge of the rate of the lesser of one percent (1%) per month or the maximum permitted by law on the unpaid balance from the due date until received by Provider. In addition to all other remedies available at law or in equity, Provider may suspend the Services if Client fails to make timely payment and fails to make payment within five (5) days of notice of the breach.

5. **Term and Termination.** This Agreement shall begin on the Effective Date and remain in effect for 1 year, at which time both parties will review to determine if an extension is desired. Either party may terminate this Agreement on written notice if the other party (i) fails to cure a breach within ten (10) days after written notice of the breach; or (ii) becomes unable to pay its debts as they come due, files or has filed against it a petition in bankruptcy, has a receiver appointed to wind up its business, or otherwise experiences an insolvency event. Either party may terminate this Agreement for convenience, for any reason or no reason, on ninety (90) days advance written notice. The termination of this Agreement shall not affect the respective rights and obligations of the parties arising under it before the effective date of termination. Termination in accordance with this provision shall not constitute breach of this Agreement.

6. **Disclaimer and Limitation of Liability.** PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL PROVIDER BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER SOUNDING CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO PROVIDER UNDER THE SOW THAT APPLIED TO THE EVENTS GIVING RISE TO THE CLAIM.


7. **Force Majeure.** Provider shall be excused for any failure or delay in performance when and to the extent that performance is prevented or delayed by any act of government authority (whether valid or invalid), act of God, disaster, terrorism, hurricane, tornado, flood, fire, or other similar event beyond Provider's reasonable control (each a "Force Majeure Event"). If Provider's performance is prevented or delayed by a Force Majeure Event, Provider shall use commercially reasonable efforts to recover from the Force Majeure Event.

8. **General.** All notices required under this Agreement must be in writing and delivered by hand, overnight delivery, or certified or registered mail, return receipt requested, to the individuals identified in the signature blocks below at the addresses set forth in the first paragraph of this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, and their respective representatives, successors and permitted assigns. No delay or failure on the part of either party in exercising any rights under this Agreement shall operate as a waiver of such rights. Except as otherwise expressly stated in this Agreement, all remedies are cumulative. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single instrument. This Agreement shall be governed by the law of the State of Indiana, without regard to its conflicts of laws policies. The parties hereby irrevocably consent to the exclusive jurisdictions of federal and state courts sitting Howard County, Indiana, for all disputes that arise out of this Agreement or the relationship between the parties. This Agreement constitutes the full and entire agreement between the parties regarding the subject matter of it, supersedes all prior and contemporaneous agreements, and may not be waived, modified or terminated except in writing signed by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have bound the parties to the terms and conditions of this Agreement by setting forth their signatures below:

**L & D MAIL MASTERS, INC.**

**HOWARD COUNTY TREASURER**

By: 

By: \_\_\_\_\_

Name: Jill Peden

Name: \_\_\_\_\_

Title: VP of Sales and Marketing

Title: \_\_\_\_\_

Date: 1-10-24

Date: \_\_\_\_\_



**SOW #1**

This Statement of Work #1 (this "SOW"), effective as of 01/08/24 (the "Effective Date"), is by and between L & D Mail Masters, Inc., with an address of 110 Security Parkway, New Albany, IN 47150 ("Provider") and Howard County Treasurer, having an address of 220 North Main Street, Room 226, Kokomo, IN 46901 ("Client") made subject to that certain Services Agreement entered into by the parties on January 8, 2024 (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference. Capitalized terms used without definition shall have the meanings ascribed to them in the Agreement.

Client hereby requests, and Provider hereby agrees to provide statements meeting the following criteria:

Qty	Description/Service	Unit Price	Ext. Price
1	Load Customer Data and Cass Certify	\$50.00	\$50.00
3	Split Data	\$25.00	\$75.00
33651	NCOA/File Upload	\$.0045	\$151.43
2	Document Setup	\$50.00	\$100.00
44,989	Laser Letters – Tax Statements – 60# white offset – 2/2 + Black – No Bleeds – Perforate	\$.06900	\$3,104.24
44,989	Laser Letters – TS-1A Form – 60# offset – B/B – No Bleeds	\$.051	\$2,294.44
34,900	Buck Slip – 8 ½ X 3 ½ - 60# Canary Offset – 1 sided - Black / 0 – No Bleeds	\$.02924	\$1020.62
34,000	Print #10 Window Envelopes Black / 0	\$.0337	\$1,145.80
1,000	Print 9x12 Window Envelopes Black / 0	\$.234	\$234.00
75,232	Machine Fold	\$.0100	\$752.32
33,651	Match Mailer Insert #10 Envelope	\$.0500	\$1,682.55
34,619	Insert Buck Slip	.005	\$173.10
968	Match Mailer Insert – 9x12 Presorted	\$.25	\$242.00
968	Machine Metering Flat	\$.0600	\$58.08
4	Programming/Special Projects (per/hr)	\$85.00	\$340.00
3	Graphic Design – Shells – TS1 – Buck Slip	\$65.00	\$195.00
	Total Services		\$11,618.58
	Estimated Postage		\$18,000.00

Tax, actual postage, and other expenses are not included in the foregoing, but will appear on the invoice.

8. General. All notices required under this Agreement must be in writing and delivered by hand, overnight delivery, or certified or registered mail, return receipt requested, to the individuals identified in the signature blocks below at the addresses set forth in the first paragraph of this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, and their respective representatives, successors and permitted assigns. No delay or failure on the part of either party in exercising any rights under this Agreement shall operate as a waiver of such rights. Except as otherwise expressly stated in this Agreement, all remedies are cumulative. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single instrument. This Agreement shall be governed by the law of the State of Indiana, without regard to its conflicts of laws policies. The parties hereby irrevocably consent to the exclusive jurisdictions of federal and state courts sitting Howard County, Indiana, for all disputes that arise out of this Agreement or the relationship between the parties. This Agreement constitutes the full and entire agreement between the parties regarding the subject matter of it, supersedes all prior and contemporaneous agreements, and may not be waived, modified or terminated except in writing signed by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have bound the parties to the terms and conditions of this Agreement by setting forth their signatures below:

L & D MAIL MASTERS, INC.

By: [Signature]

Name: Jill Peden

Title: VP of Sales and Marketing

Date: 1-16-24

HOWARD COUNTY TREASURER

By: [Signature]

Name: Christie Branch

Title: Treasurer

Date: 1-10-24

**SOW #1**

This Statement of Work #1 (this "SOW"), effective as of 01/08/24 (the "Effective Date"), is by and between L & D Mail Masters, Inc., with an address of 110 Security Parkway, New Albany, IN 47150 ("Provider") and Howard County Treasurer, having an address of 220 North Main Street, Room 226, Kokomo, IN 46901 ("Client") made subject to that certain Services Agreement entered into by the parties on January 8, 2024 (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference. Capitalized terms used without definition shall have the meanings ascribed to them in the Agreement.

Client hereby requests, and Provider hereby agrees to provide statements meeting the following criteria:

Qty	Description/Service	Unit Price	Ext. Price
1	Load Customer Data and Cass Certify	\$50.00	\$50.00
3	Split Data	\$25.00	\$75.00
33651	NCOA/File Upload	\$.0045	\$151.43
2	Document Setup	\$50.00	\$100.00
44,989	Laser Letters – Tax Statements – 60# white offset – 2/2 + Black – No Bleeds – Perforate	\$.06900	\$3,104.24
44,989	Laser Letters – TS-1A Form – 60# offset – B/B – No Bleeds	\$.051	\$2,294.44
34,900	Buck Slip – 8 ½ X 3 ½ - 60# Canary Offset – 1 sided - Black / 0 – No Bleeds	\$.02924	\$1020.62
34,000	Print #10 Window Envelopes Black / 0	\$.0337	\$1,145.80
1,000	Print 9x12 Window Envelopes Black / 0	\$.234	\$234.00
75,232	Machine Fold	\$.0100	\$752.32
33,651	Match Mailer Insert #10 Envelope	\$.0500	\$1,682.55
34,619	Insert Buck Slip	.005	\$173.10
968	Match Mailer Insert – 9x12 Presorted	\$.25	\$242.00
968	Machine Metering Flat	\$.0600	\$58.08
4	Programming/Special Projects (per/hr)	\$85.00	\$340.00
3	Graphic Design – Shells – TS1 – Buck Slip	\$65.00	\$195.00
	Total Services		\$11,618.58
	Estimated Postage		\$18,000.00

Tax, actual postage, and other expenses are not included in the foregoing, but will appear on the invoice.

We will combine multiple statements to the same contact at the same address to reduce the total postage.

POSTAGE WILL BE CHARGED AT EXACT PRESORT RATE WHICH THE PROJECT QUALIFIES FOR AND DOCUMENTATION WILL BE PROVIDED.

PLEASE NOTE THIS IS AN ESTIMATE AND ACTUAL NUMBERS WILL NOT BE AVAILABLE UNTIL THE DATA IS PROCESSED.

Postage is due prior to mailing.

Customer will accept up to 5% overs on printing.

L & D MAIL MASTERS, INC.

HOWARD COUNTY TREASURER

By: *[Signature]*

By: *Christie Branch*

Name: *K. Jill Peden*

Name: *Christie Branch*

Title: *Vp of Sales and Marketing*

Title: *Treasurer*

Date: *1-10-24*

Date: *1-10-24*



<b>Estimate</b>
Estimate # 85751
Est Date: 01/05/24
CustCode: HowardCT

L & D Mail Masters, Inc. - 110 Security Pkwy - New Albany, IN 47150-9366  
 Phone: (812) 981-7161 Fax: (812) 981-7169

CUSTOMER INFO	JOB INFO	Estimate # 85751
Attn: Christie Branch Howard County Treasurer 220 N. Main St. Room 226 Kokomo IN 46901-4648  Phone: (765) 456-2213 Fax: (765) 456-2051 Terms: Net 10	Account Rep Jolanda Worrall Email: jworrall@ldmailmasters.com  Job Name: 2023 TAX STATEMENTS PAY 2024  Data Due: Pstg \$ Due: Material Due: Drop Date:	

Qty	Description	Unit Price	Ext Price
<b>Data Processing</b>			
2	Document Set Up -	50.00000	\$100.00
1	Load Customer Data & CASS Certify - 1 - 50,000 Records,Load Data from Email,File Status: Delete in 30 days	50.00000	\$50.00
33,651	NCOA/File Upload -	0.00450	\$151.43
3	Presort Data -	0.00000	\$0.00
1	Proofing -	0.00000	\$0.00
3	Split Data -	25.00000	\$75.00
	<b>SubTotal:</b>		<b>\$376.43</b>

<b>Lettershop</b>			
33,651	Insert #10 Machinable Match - #10 Window Envelope,2-6 Pieces,2-6 Matches,1 - 5,000 Pieces,Not Heavy/Regular	0.05000	\$1,682.55
968	Insert 9x12 Machinable Match - 9 x 12 Window Envelope,8-50 Pieces,8-50 Matches,1 - 5,000 Pieces,Not Heavy/Regular	0.25000	\$242.00
34,619	Insert Buckslip #10 and 9 X 12 - white paper -	0.00500	\$173.10
75,232	Machine Fold - Z-Fold on the perf	0.01000	\$752.32
968	Machine Metering flat -	0.06000	\$58.08
33,651	Machine Metering Letter #10 -	0.00000	\$0.00
	<b>SubTotal:</b>		<b>\$2,908.05</b>

<b>Print</b>			
34,900	Buck Slip - 8 1/2 x 3 1/2 b/0 - white paper -	0.02924	\$1,020.62
34,900	Cutting - Generic Buckslip - white paper -	0.00000	\$0.00
44,989	Document Perforating Tax forms with 2 perfs - 2 Perfs	0.00000	\$0.00
44,989	Document Printing Tax Forms 2/2 with 2 perfs - Standard,Color,8.5x11 60#,Duplex,1-499	0.06900	\$3,104.24
44,989	Document Printing TS1A forms - Standard,Black,8.5x11 60#,Duplex,1-499	0.05100	\$2,294.44
34,000	Envelopes #10 window b/0 -	0.03370	\$1,145.80



**CUSTOMER INFO**

**JOB INFO**

Estimate # 85751

Attn: Christie Branch Howard County Treasurer 220 N. Main St. Room 226 Kokomo IN 46901-4648  Phone: (765) 456-2213    Fax: (765) 456-2051 Terms: Net 10	<b>Account Rep</b> Jolanda Worrall <b>Email:</b> jworrall@ldmailmasters.com <b>Job Name:</b> 2023 TAX STATEMENTS PAY 2024  <b>Data Due:</b> <b>Pstg \$ Due:</b> <b>Material Due:</b> <b>Drop Date:</b>
---	---

Qty	Description	Unit Price	Ext Price
1,000	Envelopes 9x12 window b/0 -	0.23400	\$234.00
<b>SubTotal:</b>			<b>\$7,799.10</b>

**Graphic/Programming**

1	Graphic Design - Buckslip - white paper -	65.00000	\$65.00
1	Graphic Design - Shells -	65.00000	\$65.00
1	Graphic Design - TS1 -	65.00000	\$65.00
2	Pre Press Services -	0.00000	\$0.00
1	Pre Press Services - Generic Buckslip - white paper -	0.00000	\$0.00
4	Programming/Special Projects (per/hr) Standard -	85.00000	\$340.00
2	Proofing -	0.00000	\$0.00
1	Proofing - Generic Buckslip - white paper -	0.00000	\$0.00
<b>SubTotal:</b>			<b>\$535.00</b>

This estimate is valid for 30 days and is subject to change based on review of 'live' data and material

Customer will accept up to 5% overs

**Sub Total:** \$11,618.58

**Tax:** \$0.00 \*

**Total Services:** \$11,618.58

\*Sales tax may apply and is not included in the estimate. Applicable taxes will be charged on the invoice.

**Postage:** \$0.00

**Total Incl. Postage:** \$11,618.58

**Comments**

Estimated postage \$18,000.00.

Postage is not included in the estimate.

Postage is due at time of mailing.

Thank you,  
Jolanda



## 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 January 12, 2023.

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

Clerk	\$	27,331.54		<b>Co. Gen Total</b>		\$	705,735.14
Auditor	\$	21,437.79					
Treasurer	\$	8,236.50		Health	\$		49,933.01
Recorder	\$	7,889.78		Highway	\$		56,443.76
Sheriff	\$	319,528.91		CASA	\$		6,282.27
Surveyor	\$	9,138.73		Recycling	\$		10,453.18
Coroner	\$	6,715.81		GCC	\$		9,389.82
Co. Assessor	\$	8,493.47		Howard Haven	\$		8,527.25
Prosecutor	\$	68,775.89		IT	\$		9,833.18
Co Agent	\$	3,298.65		Magistrate	\$		3,507.46
Veterans Svcs	\$	4,727.20		Kinsey	\$		128,890.43
Center Assess	\$	6,352.76		Juv Probation	\$		23,032.48
HR	\$	3,970.04					
Council	\$	3,435.11					
Commissioner	\$	11,392.19		Comm Corr	\$		60,208.91
Museum	\$	5,731.89					
Superior I	\$	7,235.40					
Superior II	\$	8,139.82					
Superior III	\$	12,509.03					
Adult Probation	\$	46,597.78					
Superior IV	\$	7,235.40					
Circuit Court	\$	10,949.40					
Public Defender	\$	61,372.75					
EMA	\$	6,525.33					
Weights & Measures	\$	2,303.62					
Maintenance	\$	22,965.16					
Soil & Water	\$	3,445.19					
<b>Sub-Total</b>	<b>\$</b>	<b>705,735.14</b>		<b>TOTAL</b>	<b>\$</b>		<b>1,072,236.89</b>

Witness my Hand and Seal of the  
Board of Commissioners, Howard County, On: January 16 , 2024

\_\_\_\_\_  
R Brad Bray, President

\_\_\_\_\_  
Jack W. Dodd , Vice-President

\_\_\_\_\_  
Jeff S. Lipinski, Member

Attest:

\_\_\_\_\_  
Jessica Secrease, Auditor

# Signature Page for Howard County Payroll Expense Docket

Date 01/16/2024

Gross Payroll \$ 1,072,236.89

Total Amount of Payroll Expense Docket \$ 1,072,236.89

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: January 16, 2024

Total amount of docket: \$1,455,892.58

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

*Christie Branch*  
Christie Branch, Howard County Treasurer

**Howard County Board of Commissioners:**

\_\_\_\_\_  
Jack W. Dodd, President

\_\_\_\_\_  
R. Brad Bray, Vice President

\_\_\_\_\_  
Jeff S. Lipinski, Member

**Attest:**

\_\_\_\_\_  
Jessica Secrease, Howard County Auditor

**COUNTY TREASURER'S MONTHLY REPORT**  
Required by IC 36-2-10-16 and IC 5-13

Month Ending 11/30/2023

Howard County

**CHARGES:**

1. Total Taxes Collected (Not Receipted to Ledger or Refunded)	\$49,608,783.61
2. Advance Collection of Taxes	527,541.64
3. Barrett Law	0.00
4. Ineligible Homesteads	0.00
5. Bachelor Run Conservancy	0.00
6. Cash Change Fund	750.00
7. Demolitions/Unsafe Buildings	0.00
8. Sewage Collections	0.00
9. Ditch Maintenance	0.00
10. Ditch Reconstructions	0.00
11. Weed Liens	0.00
12. Vehicle License Excise Tax	6,783,239.30
13. Demand Fees	0.00
14. Taxsale Fees	0.00
15. Special Assessment Fees	0.00
16. Surplus Tax	0.00
17. Overpayments	0.00
18. Collection Fees	0.00
19. Inn Keepers	110,958.01
20.	
21. Total Balances of all Ledger Accounts - Cash	74,395,113.72
22. Total Balances of all Ledger Accounts - Investments	
23. Total Charges	\$131,432,386.28

**CREDITS:**

24. Depository Balances as Shown by Daily Balance of Cash and Depositories Record (List Detail on Reverse Side)	\$ 124,309,647.73
25. Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 41)	7,121,988.55
26. Total Cash on Hand at Close of Month:	
Currency	\$ 500.00
Coins	250.00
Checks, Money Orders, etc.	
Total	\$ 750.00
27.	
28.	
29.	
30. Total	\$ 131,432,386.28
31. Cash Short (Add)	0.00
32. Cash Long (Deduct)	
33. Proof	\$ 131,432,386.28

**RECONCILEMENT WITH DEPOSITORIES**

34. Balance in all Depositories Per Daily Balance Record (Line 24 Above)	\$ 117,526,408.43
35. Outstanding Warrants-Checks (Detail by Depositories on Reverse Side)	809,560.15
36. Balance in all Depositories Per Bank Statements (Detail on Reverse Side)	\$ 118,435,956.68
37. Deposits in Transit	99,988.10
38. Proof	\$ 118,435,956.68

**ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH**

(a) Cash Change Fund Advanced by County	\$ 750.00
(b) Receipts Deposited in Depositories	\$ 750.00
(c) Uncollected Items on Hand (List on Reverse Side)	
(d) Total (Must Agree with Line 26 Above)	\$ 750.00

State of Indiana, Howard County: as: I, the undersigned Treasurer of the aforesaid county and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated 1/3/2024

*Christina Branich*  
County Treasurer

Note: Prepare in quadruplicate, retain copy and give three copies to the County Auditor

- Original (White)
- Duplicate (Blue)
- Triplicate (Pink)
- Quadruplicate (Canary)

- To be filed with County Auditor for Board of Finance
- To be filed with County Auditor for Board of Commissioners
- To be filed with County Auditor for transmission to State Board of Accounts
- To be retained by County Treasurer

**COUNTY TREASURER'S MONTHLY REPORT**  
 Required by IC 35-2-10-16 and IC 5-13

Month ending: 11/30/2023 Howard County

**STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH**

Name and Location of Depository or Entry Description	Balance Per Bank Statements	Deposits in Transit (Add)	Outstanding Warrant-Checks (Deduct)	Balance Per Daily Balance of Cash and Depositories
First Farmers General Acct	\$ 78,009,301.83	\$ 41,688.83	\$ 799,977.69	\$ 78,150,892.77
First Farmers ACH	\$ 341,558.42	\$ (2,047.64)	\$ -	\$ 339,508.88
First Farmers Anthem Insurance	\$ 8,735,154.45	\$ (28,153.00)	\$ -	\$ 8,707,001.45
First Farmers Payroll Fund	\$ 708,083.04	\$ -	\$ 9,582.48	\$ 699,500.58
Community First	\$ 11,710,741.77	\$ (44,858.97)	\$ -	\$ 11,665,882.80
KeyBank	\$ -	\$ -	\$ -	\$ -
Horizon Bank	\$ 1,082,492.91	\$ (2,928.13)	\$ -	\$ 1,079,564.78
Star Financial	\$ 1,206,505.20	\$ (3,869.40)	\$ -	\$ 1,201,635.80
First Bank Of Berne	\$ 1,607,727.28	\$ (5,972.57)	\$ -	\$ 1,601,754.71
BMO Harris	\$ 1,590,662.82	\$ (4,189.84)	\$ -	\$ 1,586,473.18
Star Lockbox	\$ 8,632,435.20	\$ (21,995.05)	\$ -	\$ 8,610,440.15
United Fidelity	\$ 7,912,295.96	\$ (27,542.63)	\$ -	\$ 7,884,753.33
<b>Totals</b>	<b>\$ 118,435,958.88</b>	<b>\$ (89,988.10)</b>	<b>\$ 809,560.15</b>	<b>\$ 117,528,408.43</b>

**SCHEDULE OF UNCOLLECTED ITEMS ON HAND**  
 (Checks and other items returned by depositories  
 and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Depository)	Reason for Return	Amount
<b>Total</b>						<b>0.00</b>

FILED

TREASURER'S DAILY BALANCE OF CASH AND DEPOSITORIES				DATE:	11/30/2023
CHARGES		Prior Collections Not Received By Quietus	Day's Collections	Transferred By Quietus at Time of Settlement	Balance Collections Forwarded
1		2	3	4	5
<b>TAX COLLECTIONS</b>					
1 001 Center		\$258,458.48	(\$877.97)		\$257,790.51
2 002 City of Kokomo		\$29,397,278.31	(\$18,377.50)		\$29,378,900.81
3 003 Clay-Kokomo		\$104,209.83			\$104,209.83
4 008 Harrison-Kokomo		\$3,238,120.04			\$3,238,120.04
5 007 Howard-Kokomo		\$5,211,663.32			\$5,211,663.32
6 010 Jackson		\$527,929.84			\$527,929.84
7 011 Liberty		\$1,340,596.63			\$1,340,596.63
8 012 Greentown Corp		\$695,255.14	(\$378.00)		\$695,877.14
9 015 Taylor-Kokomo		\$2,805,253.85	(\$9,719.50)		\$2,795,534.35
10 018 Union		\$818,287.96			\$818,287.96
11 017 Clay		\$1,384,896.19			\$1,384,896.19
12 018 Ervin		\$1,226,719.14			\$1,226,719.14
13 019 Harrison		\$1,423,500.99	(\$2,055.00)		\$1,421,445.99
14 020 Honey Creek		\$440,627.64			\$440,627.64
15 021 Russlerville Corp		\$421,709.72			\$421,709.72
16 022 Howard		\$981,542.09			\$981,542.09
17 023 Monroe		\$663,946.35			\$663,946.35
18 024 Taylor		\$953,046.11			\$953,046.11
19 025 MTE Center-Kokomo		\$7,170.38			\$7,170.38
20 026 MTE Clay-Kokomo		\$1,516.16			\$1,516.16
21 027 MTE Harrison-Kokomo		\$15,627.26			\$15,627.26
22 028 MTE Howard-Kokomo		\$3,623.65			\$3,623.65
23 029 MTE Taylor-Kokomo		\$25,446.64			\$25,446.64
24					\$0.00
25					\$0.00
26					\$0.00
27					\$0.00
28					\$0.00
29					\$0.00
30					\$0.00
31					\$0.00
32					\$0.00
40	Matches Balance				\$0.00
41 TOTAL TAXES	\$51,916,226.15	\$51,947,434.72	(\$31,208.57)	\$0.00	\$51,916,226.15
42 LESS ADVANCE DRAWS	\$2,307,442.54	\$2,307,442.54	XXXXXXXXXX		\$2,307,442.54
43 BALANCE OF TAXES TO BE SETTLED	\$51,916,226.15	\$51,947,434.72	(\$31,208.57)	\$0.00	\$49,608,783.61
<b>OTHER SOURCES</b>					
44					\$0.00
45 Cash Change Fund		\$750.00			\$750.00
46 Barrett Law		\$0.00			\$0.00
47 Conservancy		\$0.00			\$0.00
48 Delinquent Sewage		\$0.00			\$0.00
49 Ditch Maintenance		\$0.00			\$0.00
50 Ditch Reconstruction		\$0.00			\$0.00
51 Ineligible Homestead		\$0.00			\$0.00
52 Unsafe Building Lien		\$0.00			\$0.00
53 Weed Liens		\$0.00			\$0.00
64 Demand Fees		\$0.00			\$0.00
65 Tax Sale, Vendor, NSF Fees		\$0.00			\$0.00
66 Special Assessment Fee		\$0.00			\$0.00
57 Advance Payments		\$0.00			\$0.00
58 Surplus Payments		\$0.00			\$0.00
59 Overpayments		\$0.00			\$0.00
60 Collection Fees		\$0.00			\$0.00
61 Innkeepers Tax		\$116,558.01			\$116,558.01
62 Vehicle License Excise Tax - BMW		\$6,783,239.30			\$6,783,239.30
63 Spring Advance		\$502,228.61	\$25,312.83		\$527,541.44
64		\$0.00			\$0.00
65 TOTAL OTHER SOURCES	\$7,428,488.95	\$7,403,176.12	\$25,312.83	\$0.00	\$7,428,488.95
66 NOTE: Receipts and disbursements shown on line 63	Balance	Transferred From	Today's Cash		Balance
67 cashed and investments purchased as shown on line	Previous Day	Accounts Above	Received	Disbursed	Close of Day
68 should include only those investments purchased from specific fund in the funds		By Quietus	By Quietus		
69 FUNDS LEDGER - CASH	\$74,362,713.88		\$32,393.50	(\$6.34)	\$74,395,113.72
70	Balance		Investments	Investments Cashed	Balance
71	Previous Day		Purchased (cost)	(Purchased Cost)	Close of Day
72 FUNDS LEDGER - INVESTMENTS		XXXXXXXXXX	\$0.00	\$0.00	\$0.00
73 TOTAL CHARGES(Add Col 6, Enes 43,65,69&72)		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$131,432,366.28

TREASURER'S DAILY BALANCE OF CASH AND DEPOSITORIES					DATE: 11/30/2023	
CREDITS	Balance From Previous Day	Deposits		Warrants Issued		Balance Close Of Day
		Tax Collections, Other Sources & Funds Ledger	Investments Cashed Other Than From Funds Ledger (cost)	Funds Ledger Col 4 Line 69	Investments Purchased Other Than From Funds Ledger (Cost)	
6	7	8	9	10	11	12
<b>CASH IN DEPOSITORIES (List by Depository)</b>						
1 First Farmers General Acct	\$77,485,952.66	\$27,820.59	\$100.78	\$94.44	\$1,382,896.82	\$78,160,892.77
2 Tax		\$15,212.71				
3 Quietus		\$26,157.15				
4 ACH Deposits		\$6,236.35				
5 Innkeepers						
6 Credit Card		\$10,100.12				
7 First Farmers DD		(\$29,885.74)				
8 First Farmers ACH	(\$0.00)		\$339,508.88			\$339,508.88
9 First Farmers BMV	\$8,783,239.30					\$8,783,239.30
10 First Farmers Anthem Insurance	\$8,381,377.05		\$328,824.40			\$8,707,001.45
11 First Farmers Payroll Fund	\$737.04		\$697,763.54			\$698,500.58
12 Community First	\$11,665,892.80					\$11,665,892.80
13 KeyBank	\$0.00					\$0.00
14 Horizon Bank	\$1,079,564.78					\$1,079,564.78
15 Star Financial	\$1,201,635.80					\$1,201,635.80
16 First Bank Of Berne	\$1,601,754.71					\$1,601,754.71
17 BMO Harris	\$1,586,473.18					\$1,586,473.18
18 Star Lockbox	\$8,611,782.98	(\$1,322.83)				\$8,610,440.15
19 Unified Fidelity	\$7,884,753.33					\$7,884,753.33
20 Total Cash in Depositories	\$124,282,408.59	\$28,497.76	\$325,725.18	\$94.44	\$1,362,896.82	\$124,309,547.73
21						
22	Balance From	Funds Ledger	Other Than Funds	Funds Ledger	Other Than Funds	Balance
23	Previous Day	Accounts	Ledger Accounts	Accounts	Ledger Accounts	Close of Day
24		Col 3 Line 72	Col 11, Line 19 TM	Col 4 Line 72	Col 9 Line 19 TM	
25 Investments (Per Registrar of Invest	\$0.00					\$0.00
26 U.S. Government Securities	\$0.00					\$0.00
27 Certificates of Deposit (List by Depositories)						
28 Monies on Deposit						
29 Local Bank Certificate of Deposits	\$2,000,000.00					\$2,000,000.00
30 Federal Agencies	\$5,008,328.45					\$5,008,328.45
31	0 \$0.00					\$0.00
32 City Run Recon- Security Federal	\$115,662.10					\$115,662.10
33	0 \$0.00					\$0.00
34	0 \$0.00					\$0.00
35	0 \$0.00					\$0.00
42 Total Investments	\$7,121,988.55	\$0.00	\$0.00	\$0.00	\$0.00	\$7,121,988.55
43						
44 Total Cash and Investments	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	\$131,431,636.28
45						
46			Cash From			Cash on Hand
47			Previous Day	Receipts	Deposited	Close of Day
48 CASH DRAWER:						
49 CASH OPENING Col 12, line 64 Previous Day			\$750.00	XXXXXXXX	XXXXXXXX	XXXXXXXX
50 Received Col 3 line 41			XXXXXXXX	(\$31,208.57)	XXXXXXXX	XXXXXXXX
51 Received Col 3 line 65			XXXXXXXX	\$25,312.83	XXXXXXXX	XXXXXXXX
52 Received Col 3 line 69			XXXXXXXX	\$32,393.50	XXXXXXXX	XXXXXXXX
53 Received Col 11 line 41			XXXXXXXX	\$0.00	XXXXXXXX	XXXXXXXX
54 Total Cash Receipts			XXXXXXXX	\$28,497.76	XXXXXXXX	XXXXXXXX
55			XXXXXXXX		XXXXXXXX	XXXXXXXX
56 Deposited Col 8 line 19			XXXXXXXX	XXXXXXXX	\$28,497.76	XXXXXXXX
57 Deposited Col 9 line 19			XXXXXXXX	XXXXXXXX	\$0.00	XXXXXXXX
59 Total Deposited			XXXXXXXX	XXXXXXXX	\$28,497.76	XXXXXXXX
60 CASH ON HAND - CLOSING			XXXXXXXX	XXXXXXXX		
61 Currency			XXXXXXXX	XXXXXXXX	XXXXXXXX	\$300.00
62 Coins			XXXXXXXX	XXXXXXXX	XXXXXXXX	\$200.00
63 Checks and Money Orders			XXXXXXXX	XXXXXXXX	XXXXXXXX	
64			XXXXXXXX	XXXXXXXX	XXXXXXXX	
65 TOTAL CASH - CLOSING			XXXXXXXX	XXXXXXXX	XXXXXXXX	\$750.00
66 ANALYSIS OF CASH LONG AND \$ Explanation:			XXXXXXXX	XXXXXXXX	XXXXXXXX	
67 Net Cash Short Prior (Add)				XXXXXXXX	XXXXXXXX	
68 Cash Short Today (Add)			XXXXXXXX	XXXXXXXX	XXXXXXXX	
69 Net Cash Long - Prior (Deduct)				XXXXXXXX	XXXXXXXX	\$0.00
70 Cash Long Today (Deduct)			XXXXXXXX	XXXXXXXX	XXXXXXXX	
71 Net Cash Short (Add) or Long (De			XXXXXXXX	XXXXXXXX	XXXXXXXX	
72 TOTALS - CASH PROOF			\$750.00	\$28,497.76	\$28,497.76	\$750.00
73 TOTAL CREDITS (Add Col 12 lines 43 & 71)						\$131,432,386.28
						\$0.00