

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, MAY 6TH, 2024, AT 4:00 P.M.

- I. Pledge of Allegiance, Prayer
- II. Special Announcements / Recognitions
 - A. Employee of the Month- Kari Rennaker
- III. Approval of Previous Meeting's Minutes
- IV. Departmental Business & Reports
 - A. *Maintenance Department– Bill Stonestreet*
 - i. Heat Pump Equipment Purchase
 - B. *Highway Department– Amber Tolle*
 - i. CCMG Bid Opening
 - ii. R/W purchase for Bridge 56New Business
 - C. *Plan Commission – Greg Sheline*
 - i. Rezoning
 - a. Case 7-CZ-24
 - (1) Ordinance No. 2024-BCCO-20 – Rezone 2202 N. Philips St from C1 to RR
 - D. *Howard Haven – Jennifer Brower*
 - i. New Resident
- 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

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

HOWARD COUNTY BOARD OF COMMISSIONERS' MEETING: APRIL 15, 2024

The Howard County Board of Commissioners met in Regular Session on Monday, April 15, 2024, at 4:00 p.m. in Hearing Room 338 of the Howard County Administration Center. Those in attendance included Commissioner President Jack Dodd, Commissioner Vice President Brad Bray, 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 Dodd. Commissioner President Dodd led the Pledge of Allegiance, and Commissioner Lipinski offered a word of prayer.

SPECIAL ANNOUNCEMENTS / RECOGNITIONS

Director of Howard Haven, Jennifer Brower introduced the employee of the month award to Bob Crowell and Melinda Write. Bob has served as the president of Howard Heaven since 2006. He has managed to get numerous grants over the last few years. Such as, the walk-in freezers, the canopy over the front walk way, and enclosed porches. Bob coordinated with the Kokomo career center for the kids to build our gazebo. Not only was it a learning tool for the kids but it benefits a home in ways that would not be possible without his help. He coordinates an annual cleanup with the friends of Howard Heaven to keep our outside GRS looking great. Jennifer's second volunteer is Melinda Write, over the past 20yrs she has cooked so many meals for the residents and really has done a wonderful job. Especially on Holiday dinners from Easter feast to Mother's Day teas, to Thanksgiving and Christmas spreads they were all so special and absolutely delicious. Her culinary skills also include many County Council dinners which brought many raves, but let her out of the kitchen and she's a whirlwind at organizing, cleaning up not only offices but any resident room that becomes available it doesn't take her long to restore that beautiful living area for a new resident. Ever since she retired she has put her heart into making Howard Heaven a loving home. She has always given unselfishly to others and wanting nothing in return.

IN THE MATTER OF APPROVAL OF MINUTES:

The minutes of the April 1, 2024, regular meeting, having been previously submitted and reviewed, were approved as presented on a motion made by Commissioner Lipinski. Commissioner Bray seconded the motion, and the motion carried.

IN THE MATTER OF DEPARTMENTAL BUSINESS & REPORTS:

MAINTENANCE DEPARTMENT

Heat Pump Equipment Purchase

Maintenance Superintendent Bill Stonestreet submitted a quote last meeting to replace the heat pumps at the Howard County Jail from Envelop Group in the amount of \$895,260.00. Mr. Stonestreet stated that this will include 69 new heat pumps, DOAS units, boilers, and pumps. He also stated that the new heat pumps would include the new 454B refrigerant. A motion was made by Commissioner Lipinski to take the heat pump purchase under advisement. Commissioner Bray seconded the motion, and the motion carried.

HIGHWAY DEPARTMENT

Resurfacing Project Advertisement

Highway Superintendent Amber Tolle presented the following CCMG 2024-1 Resurfacing Project Advertisement. The Highway Department received almost the full amount of million and a half. Amber requested permission from the Commissioner's to advertise for the CCMG Resurfacing Project. A motion to approve the advertisement was made by Commissioner Lipinski. Commissioner Bray seconded the motion, and the motion carried.

USI Agreement

Highway Superintendent Amber Tolle presented an agreement with USI. An original agreement was made in May of 2021, and they would like to do a supplemental agreement for \$300,000.00. This would take them into December of 2025. The USI agreement will be used for any on call issues. A motion was made by Commissioner Lipinski to approve the USI on call agreement. Commissioner Bray seconded the motion, and the motion carried.

IN THE MATTER OF NEW BUSINESS:

US 31 PEL Study – HINTB

Cassidy Hunter Communications manager for Propel US31 was joined by Dan Miller. They both came to present the Draft Level 2 screening report and provide resources for information. Cassidy stated, the alternatives Screening process has completed their first step of a three-step process, they are currently on Level 2. The reason for Level 2 purpose is to qualitatively evaluate location specific improvement for reasonability and impacts. They found 14 opportunities, that were primary intersections, such as access points for schools, emergency service providers, and agricultural equipment. This has four steps being a decision tree, traffic operations analysis, qualitative evaluation matrix, and the conceptual footprint. Five primary concepts that made it through the screening were, access management, unsignalized intersection improvements, crossroad overpasses and underpasses, act grade intersections to interchanges, and free flow facilities. Cassidy stated that the information that was presented today can be found on their website.

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 April 5, 2024, in the amounts of \$1,094,697.15 were submitted and approved on a motion made by Commissioner Bray. Commissioner Lipinski seconded the motion, and the motion carried.
2. **Payroll Expenses:** The Commissioners' Payroll Expenses for payment on April 5, 2024, in the amounts of \$1,094,697.15 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 April 15, 2024, in the amount of \$732,208.29 was submitted and approved as presented on a motion made by Commissioner Bray. The motion was seconded by Commissioner Lipinski, and the motion carried.
4. **Monthly Report:** Treasurer monthly report 2/29/2024

COUNTY ATTORNEY ISSUES:

Baker Tilley engagement letter agreement

County Attorney, Alan Wilson presented the commissioners with the Baker Tilley engagement letter agreement. Baker Tilley has agreed to provide the county with respective budgeting and financial consultancies. A motion was made by Commissioner Bray to accept the Banker Tilly agreement. The motion was seconded by Commissioner Lipinski, and the motion carried.

Interlocal Agreement

Attorney Wilson presented the Commissioners with an Interlocal Agreement between the City of Kokomo and the county. In 1988 the City of Kokomo and the County entered into an Interlocal agreement for cooperative action. There's been a third amendment to that which adds INDOT as member of the board proxy to vote at meetings. A

motion was made by Commissioner Lipinski to approve the interlocal agreement between the City of Kokomo and Howard County. The motion was seconded by Commissioner Bray, and the motion carried.

Equal Employment Opportunity

County Attorney Alan Wilson presented the equal Employment Opportunity. The county is required to submit an updated equal employment opportunity policy that needs to be signed by Commissioner President Dodd. A motion was made by Commissioner Bray to sign the document. The motion was seconded by Commissioner Lipinski, and the motion carried.

NCIRPC Contract

County Attorney Alan Wilson presented the NCIRPC Contract that needs to be approved. A motion was made by Commissioner Lipinski to sign the document to approve the NCIRPC contract. The motion was seconded by Commissioner Bray, and the motion carried.

Resolution No. 2024-BCCR-08

County Attorney Alan Wilson drafted resolution No. 2024-BCCR-08 Opposing the Leap Pipeline Water Diversion Project. Which opposes the diversion or exportation of water from the county for various pipeline projects. A motion was made by Commissioner Lipinski to approve and sign the Resolution No. 2024- BCCR-08. The motion was seconded by Commissioner Bray, and the motion carried.

IN THE MATTER OF COMMISSIONER ISSUES:

Commissioner Lipinski discusses national communications week. Spoke on behalf of the Howard county dispatchers and gave recognition and thanks to them and the hard work they do.

There being no further business to come before the Board of Commissioners at this time the meeting was adjourned at 4:44 p.m. on a motion made by Commissioner Lipinski. The motion was seconded by Commissioner Bray, and the motion carried.

HOWARD COUNTY BOARD OF COMMISSIONERS:

JACK W DODD, PRESIDENT

R. BRAD BRAY, VICE PRESIDENT

JEFF S. LIPINSKI, MEMBER

ATTEST:

JESSICA SECREASE, AUDITOR

Howard County Commissioners' Meeting: April 15, 2024



Validated Custom Solutions
 905 N. Capitol Ave, Ste 200
 Indianapolis, IN 46204
 317-259-7604

Customer: Howard County Board of Commissioners Job Name: Howard County Justice Center
 Delivery Terms: FREIGHT ALLOWED. FOB OUR PLANT
 Engineer: Clay Davis Payment Terms: Please see Payment Terms Below
 From: VCS (Clay Davis) Date: February 22, 2024

We offer to furnish the equipment and services specified herein at prices stated and in accordance with the terms and conditions shown in this proposal.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>TAG</u>	<u>QTY</u>
A	<u>Camus</u> – Condensing Boilers	B-1, B-2	2
B	<u>WaterFurnace</u> – WSHP Units	HP-A thru -F	69
C	<u>WaterFurnace</u> – DOAS Units	HP-G,-I,-J	3

Total Net Price Items A thru C taxes not included \$ 868,710.00

Additional Pricing Options:

D	<u>Armstrong</u> – Pumps w/Integral VFD's (2) 20HP pumps with integral VFD control	EHP-1, EHP-2	2
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Total Net Price Add for Item D taxes not included \$ 24,850.00

E	<u>Evapco</u> – 6" of Added Fill Capacity	CT-1	1
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Total Net Price Add for Item E not included \$ 1,700.00

F	<u>Evapco</u> – New Added Casing Section New Casing Section with (4) layers of fill	CT-1	1
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Total Net Price Add for Item F taxes not included \$ 29,650.00



Validated Custom Solutions
905 N. Capitol Ave, Ste 200
Indianapolis, IN 46204
317-259-7604

GovPro Procurement Discount Price via Wilson Learning Center..... 5%

Payment Terms:

30% Down Payment at time of Order

70% Final Payment at Time of Receipt of Final Shipment

Thank you for considering VCS on this project. If you have any questions, please give us a call.

Sincerely,

Clay Davis, PE



(Cell) 317-443-8794

cdavis@envelopgroup.com

ITEM A. CAMUS Condensing Hot Water Boilers B-1,2 Qty: 2

INCLUDING:

HWB-1,2:

- 2,000,000 BTU/hr Input
- Boiler shall operate up to 99.0% thermal efficiency
- Heat exchanger shall be a fully condensing vertical cylindrical counter-flow water tube design with 439 grade tubes and 316L grade headers of stainless steel construction and all welded design with constant allowable system return temperatures of 40F.
- Fine-tuned combustion premix providing homogeneous air and gas combustion mix to a radial burner incorporating a knitted stainless steel wrap ensuring stable light off and efficient clean combustion.
- 5:1 gas input turn down ratio with sustained efficient combustion characteristics throughout entire modulating range
- Cascade capable integrated control system allowing up to 8 units in lead-lag configuration
- Oxides of Nitrogen (NOx) of 9 ppm corrected to 3% oxygen
- Category II and IV venting options.
- The boiler is fully factory fire tested to obtain optimum combustion characteristics and to establish certified gas input rates.
- System safety and operating devices and controls are fully configured, calibrated and factory tested.
- The boiler shall comply with the energy efficiency requirements of the latest edition of the ASHRAE 90.1 Standard.
- 430 Stainless steel outer jacket construction with easily removed outer panels for ease of service
- CSD-1 Construction Rated
- Factory provided Pressure Relief Valve
- Factory provided and programmed controller with BACnet
- Factory provided outdoor sensor for cascade control
- Condensate Neutralizer Kit
- High Gas pressure switch

NOT INCLUDING:

- Venting Material
- Temp Gauges
- Pressure gauges
- Natural gas Regulators
- Strainers
- Labor warranty
- Installation, piping, and wiring
- Rigging and storage, rigging and storage during the warranty period

ITEM: B. Water Furnace High Efficiency Heat Pumps TAG: HP-A thru -F

Qty: 69

INCLUDING:

- R-454b Refrigerant
- Horizontal Configuration
- BACnet MS/TP Interface
- Direct Drive Variable Speed ECM Blower Motors
- Hot Gas Reheat for Dehumidification
- Internal Microprocessor with integral diagnostics and safeties
- Factory Tested
- Factory charged with refrigerant
- 0.5" thick internal multi density insulation with cleanable foil facing
- High Efficiency Compressor
- Compressor access compartment
- Internal Compressor Isolation
- Water to refrigerant COAX heat exchanger
- 24V internal control power transformer

NOT INCLUDING:

- Installation, piping, and wiring
- Rigging and storage
- Any items not explicitly called out above
- External Controls or external control mounting
- Factory or Field Storage of Equipment
- Shipments to more than one location

ITEM: C. Water Furnace Make Up Air Units TAG: HP-G, -I, -J

Qty: 3

INCLUDING:

- Externally Mounted Heat Pipe Wrap Around Dehumidification Assembly
- Upgraded IFB Hot Water Coil Assemblies designed for 140F boiler water
- BACnet MS/TP Interface
- Variable Speed ECM Blower Motors
- Factory Tested
- Factory charged with refrigerant R-454b
- Internal Microprocessor with integral diagnostics and safeties
- High Efficiency Compressor

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- 0.5" thick internal multi density insulation with cleanable foil facing
 - Compressor Access Compartment
 - Internal Compressor Isolation
 - Water to Refrigerant COAX heat exchanger
 - 24V Control power Transformer

NOT INCLUDING:

- Installation, piping, and wiring
- Rigging and storage
- Any items not explicitly called out above
- External Controls or external control mounting
- Factory or Field Storage of Equipment
- Shipments to more than one location
- Re-assembly of sections inside building

Terms And Conditions

Acceptance and Prices - This proposal is subject to acceptance within 15 days from date, and the prices are subject to change without notice prior to acceptance by Customer

Performance - Validated Custom Solutions, LLC ("VCS") shall be obligated to furnish only the goods described in VCS's submittal data. The duty to perform under any order on the part of VCS and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, insolvency, the inability to procure materials from the usual sources of supply, or upon any like or unlike cause beyond the control of VCS. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, VCS may delay performance or, at its option, renegotiate prices and terms and conditions of sale with the Customer. If VCS elects to renegotiate and VCS and the Customer are unable to agree on revised prices or terms, the order shall be cancelled without any liability.

Taxes - Prices are all taxes extra.

Warranty and Liability - VCS warrants for a period of 12 months from initial start-up or 18 months from date of shipment, whichever occurs first, that VCS products covered by this order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in VCS's submission data, provided that no warranty is made against corrosion, erosion or deterioration. VCS's obligations and liabilities under this warranty are limited to furnishing, f.o.b. factory or warehouse at VCS designated shipping point, freight allowed to VCS's warranty agent's stock location, replacement equipment (or at the option of VCS parts therefore) for all VCS products not conforming to this warranty and which have been returned to the manufacturer. VCS shall not be obligated to pay for the cost of lost refrigerant. No liability whatever shall attach to VCS until products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

Warranty Disclaimer - The above warranties are given in lieu of all other warranties, express or implied, including THE IMPLIED WARRANTY OF MERCHANTABILITY, any implied warranty of fitness for a particular purpose and any implied warranties otherwise from course of dealing or trade.

Liability Disclaimer - In no event, shall VCS be liable for any incidental or consequential damages, resulting from the use, misuse or inability to use the product. This exclusion applies regardless of whether such damages are sought based on breach warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should VCS nevertheless be found liable for any damages, they shall be limited to the purchase price of the equipment.

Shipment Dates - Shipment dates are estimates only. No contract will be made to ship in a specified time unless identified and agreed to at the contract date. Shipments shall be f.o.b. factory at named shipping point with title passing to the Customer upon delivery to the carrier by the unit manufacturer. VCS shall not be held liable nor accountable to any liquidated or consequential damages, or delay expenses of any kind, due to manufacturing and/or shipping delays caused by the manufacturer

Returns - Goods must not be returned except by permission of VCS, and when so returned will be subject to discount.

Cancellation - If, following acceptance of this proposal by the Customer, all or any portion of this order is cancelled by the Customer without default on the part of VCS or without VCS's written consent, the Customer shall be liable to VCS for cancellation charges including, but not limited to VCS's incurred costs and such profit as would have been realized by VCS from the transaction had the agreement not been cancelled by the Customer.

Payment - Payment terms for goods shipped hereunder will be net 30 days unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by VCS. VCS reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2% of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if a lesser amount. In the event VCS pursues litigation, Customer shall pay VCS's Court costs, reasonable attorneys' fees and all other costs of collection, including but limited to expert fees, deposition costs, and other litigation expenses. Customer consents to jurisdiction and venue in the State Courts of Marion County, Indiana, waives all objections to same, and agrees that the law of the State of Indiana shall be applicable to this agreement and all disputes between VCS and Customer.