#### 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, JUNE 2, 2025, 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. Health Department James Vest
    - i. Copier Purchase
  - B. Sheriff Jerry Asher
    - i. E911 J&K Project
  - C. Recorder Torie Kelley
    - i. Monarch Agreement
  - D. Planning Commission Greg Sheline
    - i. Rezone of Property 9145 E 100 S 2025-BCCO-20
    - ii. Rezone of Property 11314 E 200 N 2025-BCCO-21
    - iii. Rezone of Property 2874 S 1150 E 2025-BCCO-22
    - iv. Rezone of Property 175 E 450 N 2025-BCCO-23
    - v. Two Subdivision Plats
  - E. Maintenance Bill Stonestreet
    - i. Evapar Maintenance Agreement
- V. New Business
  - A. Purdue Extension Allison Hillis
    - i. 2025 Update
  - B. 4-H Educator Jodie Schmitt
    - i. Upcoming 4-H Fair
- 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 April 2025
  - 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: MAY 19, 2025**

The Howard County Board of Commissioners met in Regular Session on Monday, May 19, 2025, 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 Major Gary Cook and conducted by President Dodd. Commissioner President Dodd led the Pledge of Allegiance, and Commissioner Lipinski offered a word of prayer.

#### IN THE MATTER OF SPECIAL ANNOUNCEMENTS & RECONGINTION:

#### Employee Service Awards

The Commissioners congratulated the following county employees, and Commissioner Lipinski read their Employee Service Awards into the record:

Employee	Years of Service	Employee	Years of Service
Andrea Grove	1	Jason Pickett	5
Ashlyn Wallace	1	April Deckard	5
Melody Heming	1	Chad Story	5
Barbara Butler	1	<b>Emily Coffman</b>	5
Allen Stalhood	1	Abbey Parrott	5
Shane Cooner	1	Michael Krebes	20
Zachariah Estes	1	Michelle Wright	20
Robert Trine III	1	Loucretia Weed	30
Joanne Thorton	1	Bruce Babcock	40
Andrew VanMeter	1		
Adam Sears	1		
Bradley Cole	1		
Johnathon Clark	1		

Commissioner Dodd and the rest of the county appreciate the work of the employees and all the years of service.

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

The minutes of the May 5, 2025, 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**

#### Suspended Ceiling Replacement at the HCCJC

Maintenance Supervisor Bill Stonestreet requested permission to replace the ceiling at the HCCJC building. They knew when they replaced the heat pumps they were going to need to replace the ceiling for it as well. The quote to replace the ceiling is \$13,500.00. Commissioner Lipinski made the motion to approve the replacement of the ceiling. Commissioner Bray seconded the motion, and the motion carried.

Commissioner Lipinski asked Bill if there will be anymore major repairs to the jail that they should be expecting.

Maintenance Supervisor Bill Stonestreet stated that this should be the last of the major repairs that they are planning on. There may be some future problems with the kitchen refrigerator and freezer but as of now, everything is good.

#### Carpet at EMA Building on Berkley

Maintenance Supervisor Bill Stonestreet requested permission to replace the carpet at the EMA building on Berkley. The total of the carpet is \$3,682.00. Commissioner Bray made a motion to approve the replacement of the carpet. Commissioner Lipinski seconded the motion, and the motion carried.

#### IN THE MATTER OF NEW BUSINESS:

Highway Superintendent Amber Tolle requested approval and signatures for her Annual Operations Report. Commissioner Bray made a motion to approve and sign the Annual Operations Report. Commissioner Lipinski seconded the motion, and the motion carried.

Commissioner Lipinski stated that they have been getting calls about the "speed bumps" on 931.

Highway Superintendent Amber Tolle stated that its all part of the milling and repaving process. They will be milling at night and paving during the day for the foreseeable future.

#### 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 May 16, 2025, in the amounts of \$1,157,814.39 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 May 16, 2025, in the amounts of \$1,157,814.39 were submitted and approved as presented on a motion made by Commissioner Lipinski. Commissioner Bray seconded the motion, and the motion carried.
- 3. Operating Claims: The Commissioners' Operating Claims to be paid May 19, 2025, in the amount of \$1,176,944.15 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 Reports: Auditor Jessica Secrease presented the following reports to be received into the record:
  - a. Weights & Measures Monthly Report for April 16, 2025 thru May 15, 2025

#### IN THE MATTER OF COMMISSIONER ISSUES:

Commissioner Lipinski asked County Attorney Alan Wilson for an update on the West Middleton property.

County Attorney Alan Wilson stated that he is going to present a Resolution at the next Commissioner meeting as the next step to get the property cleaned up.

Commissioner Lipinski asked County Auditor Jessica Secrease if we had any news or updates on the SB-1 bill.

County Attorney Jessica Secrease stated that they just attended and Auditor's conference and the state and DLGF are still working through the Bill. As soon as she knows anything, she will relay the information to the Commissioners and Council members.

Commissioner Lipinski stated that the county would be happy to host a training over the SB-1 Bill if needed.

Commissioner Dodd stated the SB-1 Bill is a very large Bill and its challenging to figure out the fiscal impact it will have on the county.

There being no further business to come before the Board of Commissioners at this time the meeting was adjourned at 4:12 p.m. on a motion made by Commissioner Lipinski.

The motion was seconded by Commissioner Bray, and the motion carried.

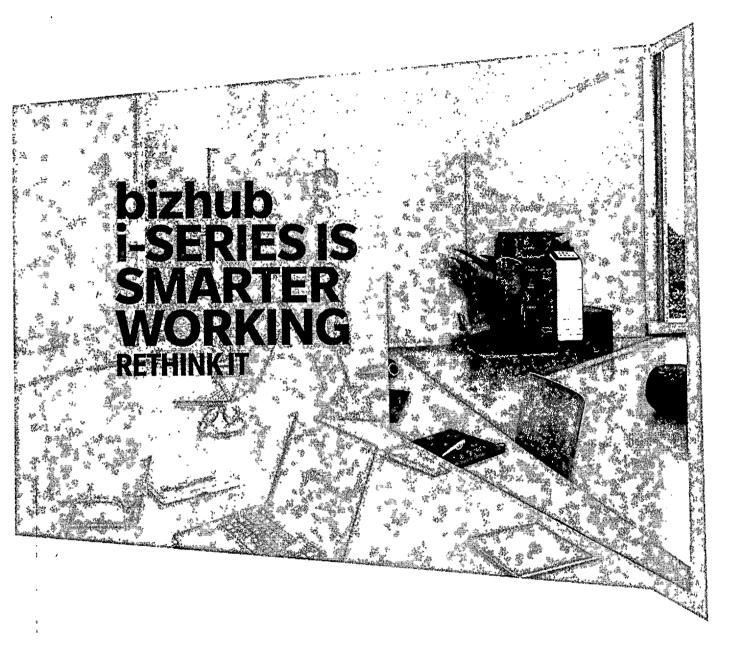
#### **HOWARD COUNTY BOARD OF COMMISSIONERS:**

	JACK W. DODD, PRESIDENT
	•
	R. BRAD BRAY, VICE PRESIDENT
	,
	JEFF S. LIPINSKI, MEMBER
ATTEST:	
ESSICA SECREASE, AUDITOR	

Howard County Commissioners' Meeting: June 2, 2025



# **bizhub** C451i Color A3 multifunctional









#### **CUSTOMER BENEFITS**



Intuitive operability
Operate the bizhub like a
smartphone or tablet with fully
customized user interface



Mobile connectivity
Print anytime from anywhere
with Konica Minolta's
innovative mobile technologies



Security
Secure network integration, data encryption, hard drive overwrite, and advanced user authentication



Application ecosystem Enhanced efficiency thanks to Konica Minolta's extensive applications portfolio



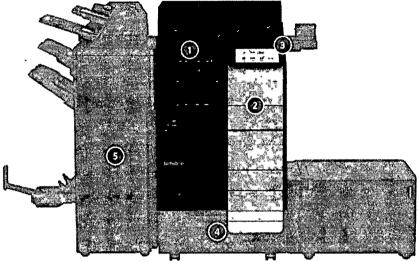
Productivity
Reliability, high-speed scanning
and printing, combined with
powerful finishing functions



Sustainablity
Numerous eco features reduce
energy consumption and costs

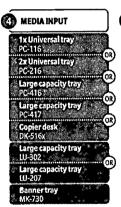
#### **OPTIONS**



















#### LEGEND

Mandatory option

Option

This option can only be installed with the respective option above it

#### FINISHING FUNCTIONALITIES





























Corner stapling Two-point stapling

Two-hole punching Three-hole puncking

plex Combi mixpl mixm

Combined mixplex/ mixmedia Half-fold

Sheet insertion

reet Letter-fold

ld 1

Bookiei

Offset sorting

Z-fold

Banner printing

ner Corner ing Stapling (offline)

ENHANCED FEATURES	
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document	Supports Searchable PDF and OOXML (DOCX, XLSX, etc.)
file conversion	file formats
LK-111 ThinPrint client	Print data compression for reduced network impact
LK-116 Antivirus	Bitdefender <sup>e</sup> antivirus provides real time scanning of all incoming and outgoing data
CONNECTIVITY	
FK-514 Fax board	Super G3 fax, digital fax functionality
UK-221 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection, Bluetooth
IC-420 Fiery controller	Professional color print controller
VI-516 Interface kit for IC-420	Fiery controller interface card
UK-115 Mount kit	Fiery controller mount kit
AU-205H ID card reader	Supports various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader
OTHERS	
WT-506 Working table	Authentication device placement
KP-102 10-Key pad	For numeric entry instead of touchscreen
SC-509 Security kit	Copy guard function
EM-908 SSD	1 TB SSD to increase storage space
FS-P04	Offline Stapler
CS-2	Convenience Stapler
KH-102 Keyboard holder	To place USB keyboard
External keyboard	Keyboard for alpha numeric data entry

MEDIA INPUT	
PC-116 1x Universal tray	500 sheets / 5.5" x 8.5" - 11" x 17" / 52-256 g/m <sup>2</sup>
PC-216 2x Universal tray	2x 500 sheets / 5.5" x 8.5" - 11" x 17" / 52-256 g/m <sup>2</sup>
PC-416 Large capacity tray	2,500 sheets / 8.5" x 11" / 52-256 g/m <sup>2</sup>
PC-417 Large capacity tray	1,500 + 1,000 sheets / 5.5" x 8.5" or 8 5" x 11" / 52–256 g/m <sup>2</sup>
LU-302 Large capacity tray •	3,000 sheets / 8.5" x 11" / 52-256 g/m <sup>2</sup>
LU-207 Large capacity tray	2,500 sheets / 8.5" x 11" - 12" x 18" / 52-256 g/m <sup>2</sup>
MK-730 Banner tray	Multipage banner feeding
DK-516 Copier desk	Provides storage space for print media and other materials
MEDIA OUTPUT	
OT-513 Output tray	Output tray used instead of finisher
JS-508 Job separator	Separation of fax output; etc.
FS-533 Inner finisher	50-sheet stapling, 500 sheets max. output
MK-607 Attachment kit	For FS-533 installation
PK-519 Punch kit for FS-533	2/4 hole punching, auto switching
FS-539 Staple finisher	50-sheet stapling / 3,200 sheets max. output
FS-539SD Booklet finisher	50-sheet stapling / 20-sheet booklet finisher / 2,200 sheets max. output
PK-524 Punch kit for FS-539/SD	2/3 hole punching, auto switching
FS-540 Staple finisher	100-sheet stapling / 3,200 sheets max. output
FS-540SD Booklet finisher	100-sheet stapling / 20-sheet booklet finisher / 2,700 sheets max. output
PK-526 Punch kit for FS-540/SD	2/3 hole punching, auto switching
RU-513 Relay unit	For FS-539/SD or FS-540/SD installation
JS-602 Job separator for FS-540/SD	Separation of fax output, etc.
PI-507 Post inserter for FS-540/SD	Cover insertion, post finishing

ZU-609 Z-fold unit for FS-540/SD Z-fold for 11" x 17" prints

## **TECHNICAL SPECIFICATIONS**

#### SYSTEM SPECIFICATIONS

01012110120110110110	
System speed 8.5" x11"	Up to 45/45 ppm (mono/color)
System speed 11" x 17"	Up to 22/22 ppm (mono/color)
Auto duplex speed 8.5" x 11"	Up to 45/45 ppm (mono/color)
1st page out time 8.5" x 11"	3.8/5.0 sec. (mono/color)
Warm-up time	Approx. 15/17 sec. (mono/color) <sup>1</sup>
Imaging technology	Laser
Toner technology	Simitri* HD polymerized toner
Panel size/resolution	10.1" / 1,024 x 600
System memory	8 GB (standard/max.)
System hard drive	256 GB SSD (standard) / 1 TB SSD (optional)
Interface	10/100/1,000-Base-T Ethernet, USB 2.0, Wi-Fi 802.11 b/g/n/ac (optional)
Network protocols	TCP/IP (IPv4 / IPv6) / SMB / LPD / IPP / SNMP / HTTP(S) / Bonjour
Automatic document feeder	Up to 300 originals / 5.5" x 8.5" – 11" x 17" / 35–210 g/m² / Dualscan ADF
ADF double feed detection	Standard
Printable paper size	3.5" x 5.5" – 12" x 18" / customized paper sizes / banner paper max. 47.2" x 11.7"
Printable paper weight	52-300 g/m <sup>2</sup>
Paper input capacity	1,150 sheets / 6,650 sheets (standard/max.)
Paper tray input (standard)	1 x 500 / 3.5" x 5.8" – 11" x 17" / custom sizes / 52–256 g/m <sup>2</sup> 1 x 500 / 5.5" x 8.5" – 12" x 18" / custom sizes / 52–256 g/m <sup>2</sup>
Paper tray input (optional)	1 x 500 / 5.5" x 8.5" - 11" x 17" / 52-256 g/m <sup>2</sup> 2 x 500 / 5.5" x 8.5" - 11" x 17" / 52-256 g/m <sup>2</sup> 1 x 2,500 / 8.5" x 11" / 52-256 g/m <sup>2</sup> 1 x 1,500 + 1 x 1,000 sheets / 5.5" x 8.5" or 8.5" x 11" / 52-256 g/m <sup>2</sup>

Large capacity tray (optional)	1 x 3,000 / 8.5" x 11" / 52-256 g/m <sup>2</sup>
	1 x 2,500/ 8.5" x 11" – 12" x 18" / custom sizes /
	52–256 g/m²
Manual bypass	150 sheets / 3.5" x 5.5" - 12" x 18" / custom sizes /
	banner / 60-300 g/m²
Finishing modes (optional)	Offset, Group, Sort, Staple, Staple (offline), Punch,
	Half-fold, Letter-fold, Booklet, Post insertion, Z-fold
Automatic duplexing	4.1" x 5.5" - 12" x 18" / 52-256 g/m <sup>2</sup>
Output capacity	Up to 250 sheets / up to 3,300 sheets (standard/max.)
Stapling	Max. 100 sheets or 98 sheets + 2 cover sheets
	(up to 300 g/m²)
Stapling output capacity	Max. 200 sets
Letterfold	Max. 3 sheets
Letter fold capacity	Max. 50 sets, unlimited (without tray)
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet
	(up to 300 g/m²)
Booklet output capacity	Max. 35 booklets, unlimited (without tray)
Duty cycle (monthly)	Max. <sup>2</sup> 200,000 pages
Toner lifetime	Black up to 28,000 pages
	CMY up to 28,000 pages
Imaging unit lifetime	Black up to 240,000/1,000,000 pages (drum/developer)
	CMY up to 165,000/1,000,000 pages (drum/developer
Power consumption	110-120 V / 60 Hz, Less than 1.6 kW
System dimension (W x D x H)	24.2" x 27.1" x 37.8" (without options)
System weight	Approx. 220 lb (without options)

#### bizhub C451i Datasheet

Print resolution	1,800 (equivalent) x 600 dpi, 1,200 x 1,200 dpi
Page description language	PostScript 3 (3016) Emulation
	PCL 6 (XL Version 3.0 Emulation
	PCL 5e/c Emulation
	XPS Version 1.0
Operating systems	Server: Windows Server 2016
	Windows Server 2019
	Windows Server 2022
	Client: Windows 10
	Windows 10 / 11x64 Edition
	Windows Sever 2016 / Sever 2019 / Sever 2022
	macOS 10.14 / 10.15 / 11 / 12 / 13 Intel
	macOS 11 AppleM1
	macOS 12 / 13 AppleM1 / AppleM2
	Red Hat Enterprise Linux
	Google Chrome OS
Printer fonts	PCL:
	Western type: 80 outline fonts
	Japanese fonts: HG Mincho L / HGP Mincho L / HG Gothic
	B/
	HGP Gothic B
	Postscript 3 Emulation:
	Western type1 font: 137 outline fonts
	Japanese fonts: HG Mincho L/HG Gothic B
Mobile printing	AltPrint (iOS), Mopria (Android),
	Konica Minolta Print Service (Android),

#### DUNTED COECIEICATIONS (ODTIONAL)

PRINTER SPECIFICATIONS (OPTIONAL)	
Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	8 GB (8192MB) (standard)
Page description language	Adobe PostScript 3 (CPSI 3020), PCL 6, PCL 5c
Operating systems	Windows 7 (32/64), Windows 8.1 (32/64), Windows 10 (32/64), Windows Server 2008 (32/64), Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019, Macintosh OS X 10.10 or later, Linux

Konica Minolta Mobile Print (iOS/Android) Optional: Google Cloud Print, Wi-Fi Direct

#### SCANNED SPECIFICATIONS

Scan speed	Up to 140/140 ipm in simplex (mono/color)
•	Up to 280/280 ipm in duplex (mono/color)
Scan resolution	Up to 600 x 600 dpi
Scan modes	Scan-to-eMail (Scan-to-Me), Scan-to-SMB (Scan-to- Home), Scan-to-FTP, Scan-to-Box, Scan-to-USB, Scan-to- WebDAV, Scan-to-DPWS, Scan-to-URL, TWAIN scan
File formats	TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS, pptx, docx, xlsx, Searchable PDF, PDF/A, Linearized PDF, Page setting (Single page (1-999 pages) / Multi page)
Scan destinations	2,000 destinations + 100 groups, LDAP support















please visit: CountOnKonicaMinolta.com









For complete information on Konica Minolta products and solutions,

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#### **COPIER SPECIFICATIONS**

Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	Max. 11" x 17"
Magnification	25-400% in 0.1% steps. Auto zoom

#### **FAX SPECIFICATIONS**

Fax standard	Super G3 (optional)	
Fax transmission	Analog, i-Fax, Color i-Fax, IP-Fax	
Fax resolution	Up to 600 x 600 dpi	
Fax compression	MH, MR, MMR, JBIG	
Fax modem	Up to 33.6 Kbps	
Fax destinations	2 000 single + 100 groups	

#### **USER BOX SPECIFICATIONS**

Storable documents	Up to 3,000 documents or 10,000 pages	
Type of user boxes	Public, Personal (with password or authentication), Group (with authentication)	
Type of system boxes	Secure print, Encrypted PDF print, Fax receipt, Fax polling	

SYSTEM FEATURES	
Security	ISO 15408 HCD-PP Common Criteria (in evaluation), IP filtering and port blocking, SSL3 and TLS1.0/1.1/1.2 network communication, IPsec support, IEEE 802.1x support, User authentication, Authentication log, Secure print, Kerberos, Hard drive data encryption (AES 256), Confidential fax, Print user data encryption Optional: Antivirus scanning (Bitdefender*), Copy protection (Copy Guard, Password Copy)
Accounting	Up to 1,000 user accounts, Active Directory support (user name + password + e-mail + smb folder), User function access definition, Authentication by mobile device (Android) ID card authentication (ID card reader), Authentication by mobile device (iOS)
Software	Net Care Device Manager, Data Administrator, Box Operator, Web Connection, Log Management Utility

Warm-up time may vary depending on the operating environment and usage.

- ${}^2\,\text{Maximum monthly copy/print volume supported under standard vendor-supplied service defines the upper}$ end of expected customer volume for the device. Customers should consider multiple machines if average monthly volume approaches duty cycle on a continual basis.
- All specifications refer to 8.5" x 11" paper of 80 g/m² weight
- The support and availability of the listed specifications and functionalities vary depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of 8.5" x 11"). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free



KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. 100 Williams Drive, Ramsey, New Jersey 07446

CountOnKonicaMinolta.com







# A SHEARER PRINTING & OFFICE SOLUTIONS PROPOSAL PREPARED FOR



**Health Department** 

## **Prepared By**

Michael Shearer Vice President 765-457-3274 <u>mshearer@shearerpos.com</u>



Pricing valid for 30 days

# **FINANCIAL CONSIDERATION**

## Bizhub C451i

- 45 PPM Digital Multifunction Color Machine
- Print, Copy, Scan
- Dual Scan Document Feeder
- Automatic Duplex
- 50-sheet staple finisher
- 2/3-hole punch kit
- 2x500 sheet paper tray
- 1x2500 large capacity tray
- 150-sheet bypass tray
- Sorting
- Grouping

Purchase - \$6,748

Service Program - \$720/yr.

First 80,000 B/W copies included per year Includes all parts, labor & supplies (toner/drum) Additional Black and White Impressions @ \$0.009 All Color impressions @ \$0.075



#### J & K Communications, Inc.

222 Towerview Dr. Columbia City, IN 46725 Phone: (260) 244-7975 Fax: (260) 244-3253



**Invoice** 

Number:

134802

Date:

5/20/2025

Source: SO No. 254502

Bill-To

Attn: Zach Tigrett Howard County Sheriff 1800 West Markland Avenue Kokomo, IN 46901 U.S.A. Ship-To

Attn: Zach Tigrett Howard County Sheriff 1800 West Markland Avenue Kokomo, IN 46901 U.S.A.

 Acct. No.
 A/R Cust. No.
 Customer PO
 Reference
 Sales Rep
 Ship Via
 Terms

 103806
 Howard County She
 Ted Hurley
 J&K Installation
 Net 30

Qty. Item ID	Description		UOM	Ea. Price	Total
REFRESH ZETRON CO 229596)	NSOLES AND FIVE YEAR SE	RVICE CONTRACT (System, ID:			
8 905-0581		d Workstation Bundle; Position: /orkstation PC, 1 Media Dock,2 ower Supply	EA	\$9,467.00	\$75,736.0
2.00 MISC	•••	X RADIO GATEWAY AL (DB15) HARDWARE	EA	\$5,065.00	\$10,130.00
4.00 MISC		X RADIO GATEWAY VAL (RJ21) HARDWARE	EA	<b>\$4,842.00</b>	\$19,368.00
4 901-9740	MAX CENTRA	ıL.	EA	\$5,120.00	\$20,480.00
4 Serial Numbers have been as	ssigned				
324921	324925	324927	324929		
1 950-1337	MAX SOLUTI	ONS WIN10 WORKSTATION	EA	\$2,839.00	\$2,839.00
Serial Number: 8QPPQ54					
1 950-1134	12VDC POW	ER DISTRIBUTION PANEL	EA	\$641.00	\$641.00
1 950-1142	REDUNDANT TO 20 DEVIC	12VDC POWER SYSTEM - UP JES	EA	\$3,479.00	\$3,479.00
Up to 20 devices- This is Includes 19" rack mount		that can support up to 20 MAX Dispatch	devices.		
2 950-1461	MAX DISP 24 GIGABIT SW	-PORT (Non-POE) MANAGED ITCH	EA	\$3,250.00	\$6,500.00
2 Serial Numbers have been a	ssigned				
SFOC2817Y5HT	SFOC2835Y4S1				
1.00 Labor	LABOR TO U SERVICE CO	PGRADE ZETRON CONSOLE FOR NTRACT	EA	<b>\$12,500.00</b>	\$12,500.00
4 VM5930-DM/PII-L		000 SERIES MOBILE, DASH /800 MHZ, P25CAI / P25 PHASE 2	EA	\$3,250.00	\$13,000.00
4 Serial Numbers have been a	-				
V00044404F30303	X93011434530338	X93011434530426	X93011434	1530431	
X93011434530302		7.55555 15 15 15 15			

#### J & K Communications, Inc.

222 Towerview Dr. Columbia City, IN 46725 Phone: (260) 244-7975

Fax: (260) 244-3253



# **Invoice**

Number:

134802

Date:

5/20/2025

Source: SO No. 254502

. No. 06	A/R Cust, No.  Howard County She	Customer PO	Reference	Sales Rep Ted Hurley		Ship Via J&K Installation		Terms Net 30	
4	8323000004		AES FIPS MULTI-KEY			EA	\$560.00		\$2,240.00
4	930-0360		RADIO GATEWAY EF JOH LICENSE	nson interface		EA	\$307.00		\$1,228.00
4	709-810 <del>4-6</del> F		RADIO GATEWAY TO EFJ 6FT	VM5000 CABLE,		EA	\$166.95		<b>\$</b> 667.80
4	BASE-STATION-NX	700/800	BASE STATION FOR KENV SERIES RADIOS	VOOD NEXEDGE		EA	\$242.42		\$969.68
The sample of th	Each Assembly Incl Qtv. Item ID 1 ICT12-20 4 Serial Numbi 153043744	• '	7.1IN WIDE CAS	, 20A, DESKTOP, SE 153045178	UOM EA	<u>Fa. Price</u> \$242.42		Total \$242.42	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
ž. A	IÇT-KEN13	E. S. and additionally a	HOOD, FOR 20A POWER	SUPPLY	ar ಗಳುಪಾರಕವಾರಿಕ ಗಳುಕೊಡಿ	EA	\$65.11	3 AK 9-4-	\$260.44
4.00			SHOP LABOR TO ASSEMB	LE CONTROL		EA	\$150.00		\$600.00
4.00	INSTALLATION		REMOVE OLD CONTROL S INSTALL NEW CONTROL TEST			EA	<b>\$</b> 50.00		\$200.00
						,	Item Total:	:	\$171,558.92
						Total Am	ount Due:	: \$	171,558.92

#### **BULK USER AGREEMENT**

This BUL	K USER AGREEMENT ("Agree	ement") is entere	ed into this <u>29th</u> day of
April	, 20 <u>25</u> , by and between	Zillow, Inc.	_ the ("Company"), and the
	ard County, Indiana (the "County		
referred to as the '	'Parties", and each, a "Party" thr	roughout this Ag	reement.
	REC	CITALS	

WHEREAS, I.C. § 36-2-7-10.1 describes the process by which Company may purchase Bulk Form copies of Recorded Documents from County Recorder in Bulk Form for a fee;

WHEREAS, I.C. § 36-2-7-10.1 (g) requires Company to enter into a contract with County Recorder and the County Recorder's designee in order to receive Bulk Form copies of Recorded Documents from County Recorder; and

WHEREAS, Company desires to obtain Recorded Documents in Bulk Form from the County Recorder for uses permitted under, and subject to, I.C. § 36-2-7-10.1 and this Agreement.

NOW, THEREFORE, to induce the County Recorder to enter into this Agreement and to sell the Bulk Form copies to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1: Definitions. The following terms defined under I.C. § 36-2-7-10.1 and used in this Section 1 apply to this Agreement:

- (a) "Bulk Form" means an aggregation of (i) copies of all recorded documents received by the County Recorder for recording in a calendar day, week, month or year; (ii) the Indices for finding, retrieving, and viewing all recorded documents received by the County Recorder for recording in a calendar day, week, month, or year; or (iii) both subdivision (i) and (ii). The term includes Recorded Documents that have been appropriately watermarked by the County Recorder.
- (b) "Bulk User" means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives Bulk Form pursuant to a contract with the County Recorder.
- (c) "Copy" means a reproduction, including an image of a Recorded Document or Indices created by: (i) duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or (ii) reproducing on microfilm.
- (d) "Indices" means all of the indexing information used by the County Recorder for finding, retrieving, and viewing a Recorded Document.
- (e) "County Ordinance" means an ordinance passed by the county executive that establishes: (i) the fee a County Recorder may charge for Bulk Form copies; and (ii) the format by which the County Recorder with provide copies of Recorded Documents.

- (f) "Permitted Use" means the utilization or access to data and information contained in Bulk Form copies by the Company, or a customer of the Company, for purposes collateral or incidental to the ordinary course of business of the Company.
- (g) "Prohibited Use" means selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to (whether by electronic or physical access), or otherwise transferring, providing, or allowing the transfer of Bulk Form copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images. For clarification, this definition applies only to the Bulk Form copies, and does not place any restriction on data and information extracted from such Bulk Form copies.
- (h) "Recorded Document" means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the County Recorder or the County Recorder's designee.
- (i) "Terminable offense" means: (i) engaging in a Prohibited Use; (ii) engaging in the unauthorized access to Recorded Documents; (iii) engaging in the unauthorized alteration of Recorded Documents; (iv) non-compliance with any of the provisions of this Agreement; (v) any conduct prohibited by IC 36-2-7-10.1(g) & (j), as amended.

#### Section 2: Term and Termination.

- (a) The term of this Agreement ("Term") commences upon the date fully executed by the Parties ("Effective Date") and continues for a period of one (1) year unless and until terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew for consecutive one (1) year periods, unless either Party notifies the other Party in writing o its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of the current term.
  - (b) Either Party may terminate this Agreement prior to the expiration date as follows:
    - (1) Breach. Upon a Party's knowledge of a material breach by the other Party, such Party shall provided notice to the breaching Party and an opportunity to cure the breach or end the violation within ten (10) days of the date of the written notice. The non-breaching Party may terminate this Agreement if the breaching Party fails to cure the breach within the ten (1) day period; provided, however, that in no case shall a party be given more than two (2) cure periods during the term of this Agreement or any renewal term. If a Party determines that the other Party has committed a material breach and a cure is not possible, the non-breaching Party may immediately terminate the Agreement upon written notice to the breaching Party. Company's commission of a Terminable Offense during the term of this Agreement is a material breach purposes of this section (b)(1).
    - (2) Without cause. Either Party may terminate this Agreement without any reason upon giving the other Party at least thirty (30) days written notice.

- (3) Effect of Termination. County shall immediately cease providing Bulk Form copies requested by the Company once all the termination procedures have been met.
- <u>Section 3:</u> <u>Payment.</u> In exchange for Bulk Form copies requested by the Company and provided by the County Recorder, or its designee, Company agrees to pay for Bulk Form copies subject to the following:
- Section 3.1. Rates. Pursuant to I.C. § 36-2-7-10.1(d), a County Recorder shall charge a minimum of \$.10 per image for a recorded document unless the County establishes a higher fee by County Ordinance that does not exceed \$.20 per image. The County's rates for the provision of Bulk Form copies to Company shall be as follows as indicated by the accompanying checkmark:

County to check one

## ☐ Section 3.1.1. Statutory minimum (IC § 36-2-7-10.1(d))

Ten cents (\$0.10) per page for a Recorded Document, including the index of the instrument number or book and page, or both, for retrieving the Recorded Document.

Ten cents (\$0.10) per Recorded Document for a copy of the other Indices used by the County Recorder for finding, retrieving, and viewing a Recorded Document as requested.

## **Section 3.1.2.** By County Ordinance (IC § 36-2-7-10.1(e))

Twenty cents (\$0.20) per page for a Recorded Document, including the index of the instrument number or book and page, or both, for retrieving the Recorded Document.

Twenty cents (\$0.20) per Recorded Document for a copy of the other Indices used by the County Recorder for finding, retrieving, and viewing a Recorded Document as requested.

If applicable, County Recorder's Ordinance establishing a higher fee is hereby attached and incorporated into this Agreement as Exhibit A.

<u>Section 3.2.</u> <u>Payment.</u> County, or the County's designee, shall notify Company in writing of the amount due and owing prior to submitting images to the Company and demanding payment. For purposes of this Agreement, County, or designee, shall require payment from Company as follows:

#### County to check one

- Company shall remit the entire amount due prior to County's provision of images in response to Company's request. Company shall remit payment to County, or designee, in full no later than thirty (30) days following the date of the County's notification of the amount due under Section 3.2. County, or designee, shall have no obligation to complete the request if the Company fails to provide payment within the timelines specified herein.
- County, or designee, shall submit the requested Bulk Form copies to the Company and submit an invoice to the Company to be paid as specified thereunder. Company shall make payment in full within thirty (30) days of the date of the invoice. County reserves the right to take appropriate legal action, including the termination of this Agreement, due to Company's failure to comply with this paragraph.

Section 4. Delivery. Upon satisfaction of the payment provision selected in Section 3, the County Recorder, or designee, shall prepare the requested Bulk Form copies for transmission to Company. In preparing the bulk form copies, County Recorder, or designee, may also apply a watermark that identifies the documents as not eligible for resalc. Such watermark shall read as follows:

This document is provided for the sole use of Zillow, Inc., and except as provided for in I.C. § 36-2-7-10.1(h), shall not be resold pursuant to I.C. § 36-2-7-10.1. Official copies may be obtained at the County Recorder's office.

Company agrees only to accept bulk form copies bearing the aforementioned watermark when applied.

Section 5: Representations, Warranties, and Covenants. The Company hereby represents, warrants, and covenants as follows:

- (a) The Company is a "Bulk User."
- (b) The Bulk Form copies are being purchased solely for the use and benefit of the Company in its ordinary course of business;
- (c) The Bulk Form copies are not being purchased for, on behalf of, in conjunction with, or in cooperation with any officials, employees, affiliates, subsidiaries, divisions, joint ventures or business alliances of the Company;
- (d) The Company will not engage in any Prohibited Use of the Bulk Form copies.
- (e) That an Indiana County Recorder has never terminated a bulk user agreement between the Company, or an individual with a majority or controlling interest in the Company, and said county as a result of Company's or such individual's material breach of such agreement. Company agrees to immediately report the termination of any bulk user agreement between Company and an Indiana county recorder that occurs after the Effective date in writing to the County, including

the reasons for such termination(s). For purposes of this subsection (e), the term Company includes the Company's agents, affiliates, or subsidiaries, as currently named or under any previous legal name.

- Section 6: Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, the Company, its agents, affiliates, employees, representatives, and associates shall not engage in any Prohibited Use of Bulk Form copies or Recorded Documents obtained from Bulk Form copies. In accordance with I.C. § 36-2-7-10.1(g) & (i), the provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement indefinitely.
- Section 6.1. <u>Title Company/Title Plant</u>. Notwithstanding any provision of this Agreement, a Bulk User meeting the requirements of I.C. § 36-2-7-10.1(h) may engage in conduct consistent with that subsection without violating the terms of this Agreement. A party who believes that it meets that definition shall submit a certificate of authority, licensure, or other evidence to the County, or designee, within fifteen (15) days of executing this Agreement. A party who fails to provide this supporting documentation within this period shall not be treated as a Title Company or Title Plant for purposes of this Agreement or I.C. § 36-2-7-10.1(h).
- Section 7: Survival. The provisions of Sections 5 and 6, as well as any other provision that must survive in order to give proper effect to its intent, shall survive the expiration or earlier termination of this Agreement for the period specified in the applicable provision or, if no period is specified, for a period of twelve (12) months after such expiration or termination.
- Section 8: Parties in Interest. This Agreement is made solely for the benefit of the Company and the County Recorder, and no other party shall acquire or have any right, title or interest hereunder or by virtue hereof.
- Section 9: Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
- Section 10: Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of Indiana. The Parties agree that any lawsuit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana in each case located in the County of Howard County only, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- Section 11: Severability. If any term or provision of this Agreement is held or deemed to be invalid, illegal or unenforceable as applied in any particular case, or in any particular jurisdiction, because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, the invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Any change in law that conflicts with an obligation in this Agreement shall supersede such obligation and control.
- Section 12: Entire Agreement. This Agreement, including and together with all related attachments and exhibits, constitutes the Parties' sole and entire agreement regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the subject matter.

Section 13: Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending the facsimile, e-mail or other means of electronic transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic e-mail reply).

Section 14: Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Section 15: Indemnification. Company agrees to indemnify, and hold harmless the County Recorder, its agents, officials, and employees from all third party claims and suits relating to Recorded Documents, including court costs, attorney's fees, and other expenses caused by any act or omission of the Company, its agents, officials, and employees in the performance of the Agreement or as a result of any breach thereof.

Section 16. Notice to Parties. Any notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or by certified or registered overnight mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:

(1) If to County Recorder:
Howard County Recorder
220 N. Main St, RM #3306
Kokomo, IN 46901

(2) If to Bulk User:
Zillow, Inc.
1301 2<sup>nd</sup> Avenue, Floor 36
Seattle, WA 98101
With electronic copy to:
legal@zillowgroup.com
and
susanno@zillowgroup.com

Such notice shall be deemed to be given on the date it is hand delivered, faxed or deposited in the overnight mail, as stated above. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

Section 17. No Waiver. No waiver of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either party shall be construed as a waiver of any subsequent breach of this Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.

<u>Section 18.</u> <u>Modification</u>. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless duly recorded in writing and signed by authorized representatives of all parties to this Agreement or their successors or assigns.

#### SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Partie	es hereto have executed this Agreement as of the
ZILLOW, INC.  By:	<u></u>
Title: Senior Director - Operations	& Administration
ATTEST:	
Ву:	
Printed Name:	
STATE OF	
Before me, a Notary Public, i appeared bath, acknowledged the execution of voluntary act and deed.	in and for said County and State, personally , who, being first duly sworn upon his the foregoing "Bulk User Agreement" as his/her
WITNESS my hand and Not	arial Seal this day of, 20
See Attached	Notary Public
CA Jurat	Printed:
	Resident of County
My Commission Expires:	

## CALIFORNIA JURAT WITH AFFIANT STATEMENT

See Attached Document (Notary to cross out lin	es 1–6 below)
See Statement Below (Lines 1-6 to be complete	ed only by document signer[s], not Notary)
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California County of LOS Angeles	Subscribed and sworn to (or affirmed) before me on this 30 Hday of April, 2025, by Date Month Year (1) 12 honica Ojeda
WILLIAM KETTH WASHRIPM Notary Public - California Los Angeles County Commission & 2473093 alty Cont. Expires Dec 17, 2027	(and (2) Name(s) of Signer(s) ), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
	Signature William Fred Worth
Seal Place Notary Seal Above	
Though this section is optional, completing this	information can deter alteration of the document or form to an unintended document.  Agrand Document Date: 04-24-303
Number of Pages: 13 Signer(s) Other Than Na	med Above: NA

HOWARD COUNTY RE	CORDER
By: Tocie Kelley	
Printed Name: Torie Kelley	
Title: HOWAYd County Record	er
ATTEST:	
Ву:	
Printed Name:	
STATE OF Indiana ): SS COUNTY OF Howard )	
Before me, a Notary Public, in an interpretation of the foregoing "Bulk User Agreement of the foregoing "Bul	nd for said County and State, personally appeared sing first duly sworn upon his oath, acknowledged the ement" as his/her voluntary act and deed.
WITNESS my hand and Notarial Se	al this $2$ day of $May$ , $2025$ .
Alex Snyder, Notary Public Commission Number: NP0750241 My Commission Expires: 07/18/2031 Residing in Heward County, IN	Notary Public  Printed: Alex Souder  Resident of HOWAVO County
My Commission Expires:  7/18/2631	
KD_7651354_7.doex	

Date:	Howard County Commissioners for and on behalf of Howard County Recorder
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Second Draft 05-26-17

## ORDINANCE NO. 2017 BCCO- 22

# AN ORDINANCE OF THE HOWARD COUNTY BOARD OF COMMISSIONERS ESTABLISHING THE MANNER AND FORM IN WHICH THE RECORDER MAY PROVIDE BULK FORM COPIES TO A BULK USER

WHEREAS, IC 36-2-7-10.1 dealing with the County Recorder's sale of documents in bulk to bulk users has been materially amended and revised effective July 1, 2017; and

WHEREAS. Subsection (b) of this statute provides that a County Executive shall establish by Ordinance the manner and form in which the County Recorder may provide bulk form copies to a bulk user, and the permissible fees the Recorder may charge.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE PROVISIONS HEREAFTER MADE, BE IT ORDAINED BY THE BOARD AS FOLLOWS:

Section I. Definitions. The following definitions shall apply throughout this Ordinance:

- (a) "Bulk form copy" means an aggregation of:
  - (1) copies of all recorded documents received by the county recorder for recording in a calendar day, week, month, or year;
  - (2) the Indices for finding, retrieving, and viewing all recorded documents received by the county recorder for recording in a calendar day, week, month, or year; or
  - (3) both clauses (1) and (2).
- (b) "Bulk user" means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives bulk form copies under a contract with the county recorder.

- (c) "Copy" means a reproduction, including an image of a recorder document or indices created by:
  - (1) dupilicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or
  - (2) reproducing on microfilm.
- (d) "Indices" means all of the indexing information used by the county recorder for finding, retrieving, and yiewing a recorded document.
- (e) "Recorded document" means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the county recorder or the county recorder's designee.

Section ii. Manner and Form of Production. It is hereby established that the Howard County Recorder shall provide bulk form copies to a bulk user only by electronically transmitting the copies using an electronic transfer process.

Section iii. Procedure for Requesting Bulk Form Copies. A bulk user must submit a written request to the County Recorder that identifies the requested bulk form copies with reasonable particularity. Unless the request is refused under Section VI, upon receipt of a valid written request the County Recorder or the County Recorder's designee shall provide the bulk form copies to the bulk user by the method or methods established by Ordinance. The bulk form copies shall be provided within a reasonable time after the later of the following events:

- (1) The Recorder's archival process is completed and bulk form copies become available in the County Recorder's Office.
- (2) The bulk form user executes a contract that meets the requirements of Section V with:
  - (A) the County Recorder; and
  - (B) If the County Recorder uses a third party to provide bulk copy services, the County Recorder's designee.

The County Recorder or the County Recorder's designee shall work with reasonable diligence to ensure that bulk form copies are timely produced to the bulk user.

# Section IV. Fees Charged for Bulk Form Copies.

- (a) Based on a cost study dated September 12, 2018 and performed by Maximus for the Indiana Recorder's Association (which is incorporated herein by reference), this Board finds and determines that the costs incurred by the Howard County Recorder of producing bulk form copies (including applying a watermark or other protective feature) substantially exceed both the standard fee of ten cents (\$0.10) per page or per recorded document fixed by subsection (d) of IC 38-2-7-10.1, and the fee hereafter fixed. Accordingly, the following fee schedule is hereby adopted:
  - (1) Thirteen cents (\$0.13) per page for a copy of a recorded document, including the instrument's book and page, if applicable.
  - (2) Thirteen cents (\$0.13) per recorded document for a copy of the indices used by the County Recorder for finding, retrieving, and viewing a recorded document.
- (b) The fees charged by the County Recorder are subject to the following requirements:
  - (1) The County Recorder shall pay the fees into the County Treasury at the end of each calendar month.
  - (2) The fees prescribed and collected under this section supersede all other fees for bulk form copies required by law to be charged for services rendered by the County Recorder to bulk users.
  - (3) All revenue generated by the County Recorder under this section shall be deposited in the County Recorder's records perpetuation fund and used by the Recorder in accordance with IC 38-2-7-10(f).
  - (4) The Recorder shall periodically update and verify the cost study referred to in subsection (a) immediately above.

# Section V. Bulk User Contract—Termination.

(a) A bulk user must enter into a contract with the County Recorder and if the County Recorder uses a third party to provide bulk copy services, the County Recorder's designee, in order to receive bulk form copies. The contract must be in writing and must require that the bulk user agree not to do any of the following:

- (1) Except as provided in Section VI, provide, transfer, or allow the transfer of any copy of a recorded document obtained by the bulk user under this section to a third party.
- (2) Engage in unauthorized access to recorded documents.
- (3) Engage in unauthorized alteration of recorded documents.

A contract required under this subsection may not include any restrictions on a bulk form user's use of the bulk form copies other than those contained in this section.

- (b) If a bulk user does not comply with a contract, the County Recorder may terminate the contract, immediately stop providing bulk form copies to the bulk user, and refuse to provide the bulk form copies required by the bulk user if all termination provisions and procedures in the contract have been met by the County Recorder. The County Recorder may refuse subsequent requests from a bulk user for bulk form copies in the following circumstances:
  - (1) The bulk user is a person that has had a previous bulk form copy contract terminated by the County Recorder because the Recorder determined that the bulk user falled to comply with the contract.
  - (2) The bulk user la a corporation or ilmited liability company in which a person has a majority or controlling interest and:
    - the person requested bulk form copies under a previous contract with the County Recorder; and
    - (B) the contract was terminated by the County Recorder because the County Recorder determined that the person falled to comply with the contract.

# Section VI. Resale of Bulk Form Copies by Bulk User.

- (a) A bulk user that is licensed under IC 27-1-15.6-6(d) or holds a certificate of authority under IC 27-7-3-6 may provide bulk form copies related to the specific order for a title search (as defined in IC 27-7-3-2) when operating as:
  - (1) a title plant for the issuance of title insurance (as defined in IC 27-7-3-2); or
  - (2) title company (as defined in IC 27-7-3-2).

A bulk user that meets the requirements of this subsection may charge its customers a fee for using the bulk form copies obtained by the bulk user that may not exceed the costs incurred by the bulk user for obtaining the bulk form copies. A bulk user that meets the requirements of this subsection may not resell, provide, transfer, or allow the transfer of any copy of a recorded document, whether in bulk form or as individual copies or images, to any other bulk user or title plant.

(b) A bulk user that does not meet the requirements of subsection (a) immediately above is prohibited from selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to, or otherwise transferring, provide, or allowing the transfer of bulk form copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images.

Section VII. Enhanced Access Not Affected. This Ordinance does not apply to enhanced access authorized under IC 5-14-3-3 and any Howard County Ordinances promulgated thereunder, including (but not limited to) Ordinance No. 2007 BCCO-45.

Section VIII. Effective Date. Upon adoption and signature, this Ordinance shall become affective on July 1, 2017.

ADOPTED THIS \_\_\_\_ DAX OF JUNE, 2017.

HOWARD COUNTY BOARD OF COMMISSIONERS

Paul G. Wyman, President

Tyler O. Moere, Vice President

Robert B. Bray, Member

ATTEST:

Marcha J. Lake Howard County Auditor

Publish one (1) time in Kokomo Tribune and Kokomo Herald

This Ordinance was prepared by Eswernce R. Murrell, Howard County Attorney, on May 24, 2017. No subsequent revision to falls Ordinance has been revisived by Mr. Murrell for legal sufficiency or otherwise.

#### Ordinance No. 2025-BCCO-20

AN ORDINANCE AMENDING HOWARD COUNTY ORDINANCE NO. 2009-BCCO-21, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HOWARD COUNTY, INDIANA, UNDER AUTHORITY OF CHAPTER 174, ACTS OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL AMENDATORY THERETO, AS FOLLOWS:

Petitioner Name(s): Breanna Hostetler

Section I. The following described tract of land shall be changed from AG (Agricultural) to RR (Rural Residential) for property described as follows, to-wit:

Part of the northwest Quarter of Section 10, Township 23 North, Range 5 East, Liberty Township, Howard County, Indiana, shown on the plat of an original boundary survey certified by Seth Johnson, PS # LS21300001 on January 16, 2025 as 40<sup>th</sup> Parallel Surveying's Job Number 2006-079 (All references to monuments and courses herein are as shown on said plat of survey) described as follows:

Commencing at the northwest corner of said Quarter marked by an aluminum disk; thence S 89°27'01" E (Indiana East State Plane Coordinate System) 767.93 feet along the north line of said Quarter to the point of beginning; thence S 89°27'01" E 120.00 feet along said north line to the northwest corner of Woody East Subdivision recorded in Instrument Number 0934000070 marked by a magnetic nail; thence S 00°23'33" E 403.05 feet along the west line of said subdivision to a 5/8 inch diameter rebar with an orange plastic cap stamped "FIRM 0047" (hereafter referred to as "rebar"); thence N 89°27'01" W 120.00 feet to a rebar; thence N 00°23'33" W 403.05 feet to the north line of said Quarter and the point of beginning, containing 1.11 acres, more or less, subject to highway right-of-way and all easements of record; Liberty Township, Greentown, Howard County, Indiana at 9145 E 100 S.

Section II. The above changes shall be duly entered on the filed copies of the zone map, which is part of Howard County Ordinance 2009-BCCO-21

Section III. This Ordinance shall be in full force and effect from and after its passage, signature by the Commissioners of Howard County, Indiana, and publication in the Kokomo Tribune as provided by law.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

HOWARD COUNTY BOARD OF COMMISSIONERS

		•
Bradley Bray		

	Jack Dodd	
	·	
	Jeff Lipinski	
Attest:		`
	Jessica Secrease, Auditor	

This instrument was prepared by Dianne Trobaugh, Secretary, Howard County Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.

#### Ordinance No. 2025-BCCO-21

AN ORDINANCE AMENDING HOWARD COUNTY ORDINANCE NO. 2009-BCCO-21, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HOWARD COUNTY, INDIANA, UNDER AUTHORITY OF CHAPTER 174, ACTS OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL AMENDATORY THERETO, AS FOLLOWS:

Petitioner Name(s): Stanley & Janet Middlesworth

Section I. The following described tract of land shall be changed from AG (Agricultural) to RR (Rural Residential) for property described as follows, to-wit:

Part of the southwest Quarter of Section 24 Township 24 North, Range 5 East, Jackson Township, Howard County, Indiana, shown on the plat of an original boundary survey certified by Seth Johnson, PS # LS21300001 on March 20, 2025 as 40<sup>th</sup> Parallel Surveying's Job Number 2009-106 (All references to monuments and courses herein are as shown on said plat of survey) described as follows:

Commencing at the southeast corner of said Quarter, marked by an aluminum disc; thence S 89°01'56" W (Indiana East State Plane Coordinate System) 941.34 feet along the south line of said Quarter to the point of beginning; thence S 89°01'56" W 50.00 feet along said line to the southeast corner of a parcel described in Instrument Number 1334012404; thence N 01°08'04" W 198.11 feet along the east line of said parcel to a 5/8-inch diameter rebar with an orange plastic cap stamped "FIRM 0047" (hereafter referred to as "a rebar"); thence N 58°31'31" E 87.43 feet to a rebar; thence N 00°20'46" W 381.22 feet to a rebar; thence N 89°01'56" E 250.00 feet to a rebar; thence S 01°24'17" W 360.00 feet to a rebar; thence S 89°01'56" W 104.24 feet to a rebar; thence S 58°31'31" W 185.98 feet to a rebar; thence S 01°08'04" E 169.59 feet to the south line of said Quarter and the point of beginning, containing 2.42 acres, more or less, subject to highway right-of-way and all easements of record; Jackson Township, Greentown, Howard County, Indiana at 11314 E 200 N.

Section II.	The above changes shall be duly entered on the filed copies of the zone map, which is part of Howard County Ordinance 2009-BCCO-21
Section III.	This Ordinance shall be in full force and effect from and after its passage, signature by the Commissioners of Howard County, Indiana, and publication in the <u>Kokomo Tribune</u> as provided by law.
	THE BOARD OF COUNTY COMMISSIONERS THIS DAY OF, 2025.
	HOWARD COUNTY BOARD OF COMMISSIONERS
•	

Bradley Bray

	Jack Dodd	<del></del>
Attest:	Jeff Lipinski	
Auest.	Jessica Secrease, Auditor	<u></u>

This instrument was prepared by Dianne Trobaugh, Secretary, Howard County Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.

#### Ordinance No. 2025-BCCO-22

AN ORDINANCE AMENDING HOWARD COUNTY ORDINANCE NO. 2009-BCCO-21, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HOWARD COUNTY, INDIANA, UNDER AUTHORITY OF CHAPTER 174, ACTS OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL AMENDATORY THERETO, AS FOLLOWS:

Petitioner Name(s): Jennifer Khatibi

Section I. The following described tract of land shall be changed from AG (Agricultural) to RR (Rural Residential) for property described as follows, to-wit:

That portion of parcel number 34-11-13-400-003.000-016 in Union Township, Howard County, Indiana lying northeast of the centerline of County Road S 1150 E. Being 6.9 acres, more or less: All that part of the following described parcel lying northeast of the centerline of Howard County, County Road S 1150 E: INSTRUMENT NUMBER 2234006958: The west half of the Southeast Quarter of Section 13, Township 23 North, Range 5 East, Union Township, Howard County, Indiana; EXCEPTING THEREFROM: Part of the West half of the Southeast Quarter of Section 13, Township 23 North, Range East, Howard County, Indiana, described as follows: Beginning at a point on the Quarter Quarter Section line, 237.52' North of the Southeast corner of said West half; thence North 389.66'; thence West 300 feet; thence South 275 feet; thence South 69.05' East 321.16' to the point of beginning, containing 2.29 acres.

ALSO EXCEPTING THEREFROM: Part of the Southeast Quarter of Section 13, Township 23 North Range 5 East, Union Township, Howard County, Indiana and more particularly described as follows: Commencing at the Southwest corner of the aforesaid Southeast Quarter; thence North 00°14'04" East (assumed bearing) on the West Line of said Quarter Section a distance of 809.9 feet, or to the place of beginning; thence continuing North 00°14'04" East on said West line and centerline of County Road 1150 East a distance of 1842 feet, or to the Northwest corner of the Southeast Quarter; thence South 89°55'55" East on an existing property line a distance of 1322.3 feet to a stone found, said stone being the Northeast corner of the West Half of the Southeast corner; thence South 00° 19'39" West on the East Line of said West Half and existing property line a distance of 2024.7 feet; thence North 89°40'21" West a distance of 300 feet; thence North 46°11'47" West a distance of 103.0 feet; thence North 00°31'58" West a distance of 362.9 feet; thence North 87°36'40" West a distance of 266.0 feet; thence South 76°42'06" West a distance of 125.9 feet; thence South 00°00'43" East a distance of 270.0 feet; thence South 85°54'23" West a distance of 117.6 feet; thence South 02°08'22" West a distance of 178.1 feet, or to a point on the centerline of a county Road; thence North 62°33'53" West on said centerline of a distance of 482.7 feet, or to the place of beginning, containing 6.9 acres more or less, and 1 lot; subject to highway right-of-way and all easements of record; Union Township, Greentown, Howard County, Indiana at 2874 S 1150 E.

- Section II. The above changes shall be duly entered on the filed copies of the zone map, which is part of Howard County Ordinance 2009-BCCO-21
- Section III. This Ordinance shall be in full force and effect from and after its passage, signature by the Commissioners of Howard County, Indiana, and publication in the <u>Kokomo Tribune</u> as provided by law.

PASSED BY THE BOARD OF (	COUNTY (	COMMISSIONERS	THIS	DAY OF
, 2025.				

	Bradley Bray
	Jack Dodd
Attest:	Jeff Lipinski
	Jessica Secrease, Auditor

HOWARD COUNTY BOARD OF COMMISSIONERS

This instrument was prepared by Dianne Trobaugh, Secretary, Howard County Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.

#### Ordinance No. 2025-BCCO-23

AN ORDINANCE AMENDING HOWARD COUNTY ORDINANCE NO. 2009-BCCO-21, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HOWARD COUNTY, INDIANA, UNDER AUTHORITY OF CHAPTER 174, ACTS OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL AMENDATORY THERETO, AS FOLLOWS:

Petitioner Name(s): Victor L. & William D. Devore

Section I. The following described tract of land shall be changed from AG (Agricultural) with OIA-OL (Office/Industrial/Agricultural Overlay) to C2 (Medium to Large Scale General Commercial) with OIA-OL (Office/Industrial/Agricultural Overlay) for property described as follows, to-wit:

Part of the west half of the Southwest Quarter of Section 7, Township 24 North, Range 4 East, Howard Township, Howard County, Indiana, and being also part of real estate described in document 1234026418 in the office of the Recorder of Howard County, more particularly described as follows:

Commencing at the Northeast corner of the Southwest quarter of said section 7; thence South 88°37'12" West (Deed bearing found in document 1234000019 in the office of the Recorder of Howard County) on the north line of said southwest quarter, a distance of 1,321.82 feet to the northeast corner of the west half of the southwest quarter of said section 7; thence south 00°02'33" west on the east line of said west half, a distance of 57.45 feet to the south right-of-way line of County Road E 450 N and the point of beginning; thence continuing South 00°02'35" west on said east line a distance of 966.23 feet to the northerly right-of-way line of U.S. Highway 31 as described in said document 1234000019; thence North 45°06'54" West on said northerly right-of-way line, a distance of 295.56 feet; thence North 40°02'06" West, continuing on said northerly right-of-way line, a distance of 453.34 feet; thence North 33°57'18" West, continuing on said northerly right-of way line, a distance of 74.53 feet to the easterly line of the lands of the former Lake Erie & Western Railroad (Nickle Plate Railroad) (lands of the City of Kokomo as described in document 1534000018 in said Recorder's Office); thence North 07°39'55" East on said easterly line, a distance of 339.75 feet to said south right-of-way line of county road E 450 N; thence on said south right-of-way line, the following 5 courses: North 88°37'02" East 168.37 feet (167.10 feet recorded); thence North 01°22'58" West 6.56 feet; thence North 88°37'02" East 68.90 feet; thence South 01°22'58" East 6.56 feet; thence North 88°37'02" East 260.94 feet to the point of beginning, containing 8.179 acres, more or less; Howard Township, Kokomo, Howard County, Indiana at 175 E 450 N.

Section II.	The above changes shall be duly entered on the filed copies of the zone map, which is part of Howard County Ordinance 2009-BCCO-21
Section III.	This Ordinance shall be in full force and effect from and after its passage, signature by the Commissioners of Howard County, Indiana, and publication in the Kokomo Tribune as provided by law.
PÁSSED BY	THE BOARD OF COUNTY COMMISSIONERS THIS DAY OF
	, 2025.

	Bradley Bray
	Jack Dodd
Attest:	Jeff Lipinski
Attest.	Jessica Secrease, Auditor

This instrument was prepared by Dianne Trobaugh, Secretary, Howard County Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.



May 19th, 2025

Howard County Board of Commissioners
Attn: Bill Stonestreet
104 North Buckeye – Room 13
Kokomo, IN 46901
765-432-7558 – bill.stonestreet@howardcountyin.gov

Reference: Generator Planned Maintenance Agreement – Liquid Cooled Units (Semi-Annual)

Please find enclosed information regarding the EVAPAR Planned Maintenance Agreement for your generator(s). EVAPAR understands how critical downtime can be in your time of need. Scheduled inspections, regular planned maintenance, and load bank testing can help ensure proper operation at the time when you need your generator most.

Established in 1912, EVAPAR has been dedicated to supporting our generator customers for over 70 years. Covering Indiana, Kentucky, Central and Southern Illinois and Eastern Missouri with experienced factory-trained and certified technicians, a full parts department, rental generators, and knowledgeable support staff.

Emergencies cannot be predicted, but a fast response plan is a critical part of our responsibility to you. Thanks in part to our extensive experience with life/safety and mission-critical applications, we have developed a strategy for responding quickly to emergencies. Our service department is on call 24 hours a day,7 days a week should you or your organization require emergency generator service.

I appreciate the opportunity to quote your Planned Maintenance Agreement. Please review the agreement and return a signed copy to me, if you would like to proceed. You may reply by mail, fax, or email. If you have any questions or need additional information, please do not hesitate to contact me.

Respectfully,

Jim Siemers

EVAPAR
Aftermarket Support Representative
317-771-0697 (Cellular)
317-783-5434 (Office)
317-783-5870 (Fax)
JSiemers@evapar.com

## PLANNED MAINTENANCE SCOPE OF WORK

#### Engine

- Below 350kW: Replace air filter(s) every three years.
- 350kW and Larger: Inspect air filter(s), clean, or replace as needed for an additional cost.
- Check the condition/ tension of belts (adjust as needed)
- Check ignition system, distributor coils, and wires (if applicable)
- · Check fuel lines for leaks/damage
- Check flexible fuel line connections
- Lubricate governor and linkage
- Inspect hoses, and clamps for any air intake restrictions

#### Oil System

- Change oil (annually)
- Change oil filter(s) (annually)
- Annual Oil Sample Analysis with Report
- Inspect for leaks

#### **Cooling System**

- Check radiator coolant level
- Annual Coolant Sample Analysis with Report
- Test/record anti-freeze temperature
- Test/record anti-freeze nitrites
- Check for leaks
- Check all hoses
- Check the operation of the engine block heater

#### **Battery**

- Inspect / clean terminal on cables
- · Clean and treat battery post/cable
- Check battery fluid level
- Check/ record battery volts/amps
- Check/record charger volts/amps
- Check/ record alternator volts/amps
- Load test or perform specific gravity test

#### **Starting System**

- Check start solenoid terminals
- Check starter connections

#### **Electrical**

- Inspect control panel: Check gauges, meters, and indicator lights
- Visually inspect electrical connections
- Inspect the main line circuit breaker
- Check the generator output voltage

#### **Fuel System**

- Change fuel filter(s) (annually)
- · Check for fuel leaks
- Clean/ inspect the fuel bowl or water separator (if applicable)
- Check injection pump lines
- · Check day tank operation and record level
- Check the fuel transfer pump
- · Check fuel solenoid
- · Check the fuel pressure regulator
- Inspect the fuel tank and rupture basin for leaks

#### **Exhaust System**

- Visually inspect for leaks/damage
- Visually inspect flexible exhaust
- Drain condensation trap

#### **Operating Check**

- Run and inspect for proper: oil pressure, coolant/ oil temperature, alternator charger rate, generator voltage, and frequency
- Record gauge and meter readings
- Check for leaks and excessive vibration
- Test safety shutdowns
- Check operation of louvers (if applicable)

#### **Automatic Transfer Switch**

- Inspect ATS & enclosure for corrosion/moisture
- · Inspect controls and calibrate as needed
- Exercise clock-check and verify operation
- Record normal and emergency frequency/voltage at ATS connection
- Perform power failure or building load test (with approval), check/ record amperage/voltage on each leg
- Check transfer switch contacts for voltage drop(normal and emergency)
- · Replace exerciser battery as needed.
- Return all switches into proper operating mode

#### **Reports and Instruction**

- Submit inspection/ test report to owner, with any recommendations of future work/ parts required
- Instruct owner personnel in operating or upkeep procedure

#### **OPTIONAL SERVICES**

- Diesel Fuel Analysis
- Load Bank Testing (NFPA110)
- Remote Monitoring

#### PLANNED MAINTENANCE AGREEMENT

- This Planned Maintenance Agreement is entered into by EVAPAR and the owner for EVAPAR to perform Planned Maintenance Service(s) on the equipment listed below.
- Semi-Annual: EVAPAR will perform two (2) visits annually. One (1) Inspection and one (1) Full Service, at approximately six (6) month intervals. Work is to be scheduled and performed during regular business hours.
- This scope of work to be performed includes labor, parts, travel time, and mileage.
- Any additional work recommended or required will be brought to the owner's attention, and upon approval, additional work will be performed for an agreed-upon charge.
- Any scheduled maintenance items (such as ATS transfer tests) that are unable to be performed while EVAPAR is
  on-site for services, due to personnel or logistics changes by the customer on the day of service will result in an
  additional trip and or labor charges to return to perform those re-scheduled services.
- This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. EVAPAR shall not be responsible for failure to render the service for causes beyond its control, including pandemics, strikes and labor disputes. This agreement is not assignable without the consent of EVAPAR and will remain in force until cancelled by either party through written notice to the other.

Make	Model Number	Serial Number	kW	Location	Price
Generac	SD025	3000172164	25kW	New London	\$1110.00
Generac	SD025	3000172163	25kW	Greentown	\$1110.00
<u> </u>				Total	\$2220.00

## Please initial one (1) payment term:

<u>Pre-Paid Terms:</u> the entire amount of this con Purchase Orders do not constitute payment. for execution. <u>A Pre-Paid Agreement will benagreement</u> , in receiving a 10% discount on L	Upon receipt of payment, agreed- nefit the customer on additional ser	upon services can be scheduled
Billed Terms: This agreement will be invoiced	d in full after the first service visit.	(Initial)
Signature	Signature _	Tim Siemers
Print Name	Date	May 19 <sup>th</sup> , 2025
Title		Quote Expires in 90 Days
Date		