

PULASKI COUNTY BOARD OF COMMISSIONERS

The Pulaski County Board of Commissioners met at 6:00pm EST on January 07, 2019 in the Commissioners' Hearing room, at the Courthouse in Winamac, Indiana. Present for the meeting were Commissioners Kenny Becker, Jerry Locke, Mike McClure, Auditor Laura Wheeler and Attorney Kevin Tankersley.

Also, present, were Michael Gallenberger of WKVI, Amber Tomlinson, Kathi Thompson, Todd Zeiger, Michael Beach, Dave Broad, Mary Welker, Kay Strasser, Lynda Dulhanty Griffith, Linda Kroft, Paul and Sue Fox, Pam Rausch, Kelsey Ford, Carroll Lange, Josh Wilder, Brent Smith, Rod Nicholson, Jon Potter, Alex Tarber, Monica Combs, Jaeson Fort, Brian Young, Steve Nellans, Dave and Nora Chambers, Gene Timm, Scott Becker, Terry Ruff, Gary Kruger, Courtney Poor, John Simmermaker, Brandon and Kimberly DeLorenzo, Sheri Gaillard, Cindy Hickle, Holly VanDerAa, Mardell Retschlag, Carrie Cadwell, Nicole Hiatt Dray, Ray Franko, Bill Webb, Douglas Hoover, Stephanie Foust, Tyler and Jessica Campbell, Timothy Werner, Jim Biggs, and Jeff Richwine.

Commissioner President Kenny Becker opened with a Pledge of Allegiance.

IN RE: BOARD ORGANIZATION

Jerry Locke motioned for Kenny Becker to remain as president and Mike McClure seconded the motion. Motion carried unanimously.

IN RE: DEPARTMENT OF APPOINTMENTS

Mike McClure motioned to retain all current department heads and Jerry Locke seconded the motion. Motion carried unanimously.

Department heads as follows:

Part-time Microfilm Department Officer – Janet Onken
County Highway Supervisor – Terry Ruff
County Highway General Foreman – Gary Kruger
County Veterans Service Officer – Ed Fleury
Maintenance Director – Jeff Johnston
Recycling/Transfer Station Manager – Brad Bonnell
Building Inspector – Doug Hoover
Animal Control Officer – Tammie Bachman
Emergency Management Administrator – Sheri Gaillard
IT Director – Matt Voltz

Mike McClure motioned to appoint Brandon DeLorenzo as the EMS Director and Jerry Locke seconded the motion. Motion carried unanimously.

IN RE: BONDS

The following bonds presented for approval:

Jeff Richwine, Sheriff
Teresa Bryant, Treasurer
Mardell Retschlag, Deputy Treasurer
Lorena VanDerAa, Assessor
Jennifer Keller, Surveyor
JoLynn Behny, Clerk
Doug Hoover, Building Inspector
Brad Bonnell, Recycling/Transfer Station
Blanket Bond for – 3 Clerks, Recorder, 4 Auditors, 3 Probation, Prosecutor & Building Dept., Chief Deputy
Coroner, Forman and Highway

Kenny Becker motioned to approve all bonds as presented and Mike McClure seconded the motion. All were in favor.

IN RE: SAVE THE COURTHOUSE

Michael Beach spokesperson for Save the Pulaski County Indiana Courthouse group talked about what the courthouse means to individuals and community. He asked that any firm decision be delayed until a proper analysis of the maintenance and associated costs are made available to the public. Place major decisions regarding the Courthouse on a public referendum. Provide a list of the major issues that prompted the proposed plan to the public.

Kevin Tankersley spoke of prior administration plans and the cost attributed to those plans. He also commented on the Indiana Supreme Court security mandate that eventually needs addressed.

Jerry Locke requested Save the Pulaski County Indiana Courthouse group submit a plan.

IN RE: FOUR COUNTY COUNSELING

Dr. Carrie Cadwell, PsyD, HSPP, President/CEO of Four County Counseling Center discussed the entity's Annual report and the many services offered to Pulaski, Fulton, Cass, and Miami Counties. She explained the virtues of the sliding scale fee.

IN RE: MAINTENANCE

Jeff Johnston introduced Todd Zieder of Indiana Landmarks Group. The Group is interested in alternative options for the courthouse and is willing to pay the cost of analyzing the issues. Mike McClure motioned to proceed with the analysis of the building and alternative options. Jerry Locke seconded the motion. Motion carried unanimously.

Johnston said that the West Annex building is about ready for the coroner's presence.

Johnston asked to renew the Lawn care contract with TK Lawn Care; however, the commissioners wished to go through the bidding process and offer a 2-year contract.

An agreement document for the use of the community room at the County highway garage discussed briefly with the below sample given.

Pulaski County Highway Department Community Conference Room Agreement

This Community/Conference Room Use Agreement ("Agreement") is entered into by and between the Pulaski County Highway Department, and the individual or entity signing this Agreement on the space provided on the last page of this Agreement (the "User"). If the individual or entity signing this Agreement is not a resident of the County the individual or entity must be doing business with/or on behalf of the County.

1. Building Space.

a. Community/Conference Room Being Used.

Pulaski County Community Room Located at 1131 North US 35, Winamac IN. 46996

b. Date(s) of Use.

c. Legal Occupancy Limits.

The legal maximum occupancy of the community/conference room is 100 people. User shall ensure that the legal occupancy limit is not exceeded at any time during the occupied period.

d. Hours:

The User is responsible for ensuring that the User, and Users directors, officers, employees, agents, members, representatives, guests, invitees, or other persons (collectively referred to as "participants") leave the community/conference room promptly once the assigned reservation time has expired.

e. Permitted Areas of Use

The User may use the community/conference room, designated restroom(s), and the designated parking area except for marked parking spots and those against the building. The User shall not use any other portion of the building or other County property without the County's prior written consent. The User shall not allow the participants to enter any portion of the County's building or property other than the allotted Space.

f. Not Responsible for Personal Property

The County is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property of the User or the participants.

2. Permitted Uses.

User may use the allotted Space for the purpose of conducting meetings and special events. The Space shall not be used for any activity that may directly or indirectly injure or damage any individual or property. The Space is not a public forum, and the County reserves the right to reasonably restrict use of the Space to prevent a use that does not promote the health, safety, prosperity, security, and general welfare of the County or its citizens.

Smoking is prohibited inside any County building. The burning of incense or any open flame, (such as candles), is not permitted in any County building. Alcohol is prohibited in the Space or on any other County property.

The User shall not use or represent to any third party the address or telephone numbers of any County facility as the Renter's address or telephone numbers; nor shall the User in any manner represent or imply that the County sponsors, sanctions or supports the meeting or special event.

Under no circumstances shall User or the participants' use of the Space interfere in any manner with County operations.

3. Equipment and Supplies.

User shall have the use of the movable chairs and tables in the Community/Conference room. User must obtain the County's prior written consent to use any other County equipment or furniture, which also shall be deemed "Equipment" hereunder once such consent is granted.

4. Cancellation.

a. By the User.

If you need to cancel your scheduled room request please give the County Highway at least 48 hours prior notice.

b. By the County.

Notwithstanding any other provision of this Agreement, the User's right to use the Space is subject to the County's absolute right to use the Space to meet the normal and emergency operations and business needs of the County. While the County will make every effort to avoid canceling an event scheduled by the User, the County has the absolute right, at any time to cancel User's use of the Space. If possible, the County will attempt to reschedule User's use of the Space to another date and time within the same month that is acceptable to the User.

5. Care and Cleaning.

The User's use of the community/conference room constitutes User's agreement that the community/conference room was clean, in good working order and in satisfactory condition when the User took possession. Janitorial services are not provided. The User is responsible for the care and cleaning of the Rental Space and the Equipment. The User shall immediately replace or repair the Space and the Equipment damaged during the course, and as a result of User's or the participants' use of the Space and/or Equipment.

The User shall leave the Space and the Equipment in the same condition as they existed upon execution of this Agreement. The User shall not be responsible for normal wear and tear.

6. Set-up and Removal.

The User is responsible for set-up of the community/conference room(s), including chairs, tables, and refreshments. Items are not to be pinned or taped to a wall or structure. Supplies or materials may not be stored in the community/conference room or anywhere else on County property. During the use of the community room, the room must be maintained in a good, clean, and safe condition. The community room must be left in a clean and orderly condition. The User is responsible for ensuring all trash is picked up; all tables and chairs are cleaned and replaced or put away. If the Renter fails to properly clean and restore the Rental Space and/or Equipment to their original location and condition immediately after each use, the County may impose a charge to cover costs of restoring the Space and/or Equipment to their original location and condition. Additionally the County could in more severe cases discontinue the service to the User.

7. Compliance with Federal, State and Local Laws

The User shall comply with, and shall ensure that the participants comply with, all Federal, State and local laws, rules and ordinances.

8. Indemnification.

User shall indemnify the County and its Officers, Directors, Agents, Employees, Volunteers, Representatives, Invitees, Guests and Customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments and expenses (including without limitation attorneys' fees and court costs) arising from the presence of the User and/or the participants in the Space or any other County property, or arising from any use by User and/or the participants of the Space or any other County property.

9. Waiver.

The User, for itself, and on behalf of its participants, fully and unconditionally waive the User and participants' individual and collective rights to recover from the County and/or its Directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releases"), any liability, claim, injury, loss, damage, restitution or compensation arising out of this Agreement or out of the User and/or the participants' use of the Space, Equipment, or any other County real or personal property. The Releases shall under no circumstances be liable for any liability, claim, loss or damage suffered or incurred by the User or the participants for any reason whatsoever, including without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.

10. Defense of Actions.

If any claim, action or proceeding is brought against the County and/or its Directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns in any forum whatsoever arising from any act or omission of the User or the participants, the User shall, at its sole cost and expense, defend the County by counsel of the County's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.

11. Title VI Assurances for Non-Discrimination

As a condition of use of County property, the User agrees to follow the terms set forth by Title VI of the Civil Rights Act of 1964, and in so doing will ensure that no persons on the grounds of race, color, national origin, sex, age, disability, low income status, sexual orientation, or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

Pulaski County Highway Department

Terry Ruff – County Highway Superintendent

Date

User, Organization or Company _____

Representative Signature

Date

Print Name

Jerry Locke motioned to approve the use of this document in giving access to the conference room at the highway Garage for meetings and such. Mike McClure seconded the motion. Motion carried unanimously.

A resolution establishing policies for the creation and operation of the Pulaski County ADA advisory committee presented for approval.

Resolutions NO. 2019-01

A RESOLUTION ESTABLISHING POLICIES FOR THE CREATION AND OPERATION OF THE
PULASKI COUNTY ADA ADVISORY COMMITTEE

BE IT RESOLVED BY THE COMMISSIONERS OF PULASKI COUNTY:

SECTION ONE: Definitions. For the purpose of this Resolution, the following words are defined and shall have the meaning ascribed to them in this section, unless the context clearly indicates a different meaning:

(A) "ADA Advisory Committee". A body of members created by resolution to advise the County Commissioners on particular matters. The ADA Advisory Committee shall act in an advisory capacity only and shall have no actual or apparent authority or powers to take any legal action, fiscal action, or create any binding legal obligations on behalf of the County.

SECTION TWO: Creation.

(A) The County Commissioners may create an ADA Advisory Committee as a significant means to obtain citizen involvement on key ADA related issues.

(B) The ADA Advisory Committee shall consist of eleven (11) members. Permanent seats are the acting ADA Coordinator, County Highway Superintendent, Building Inspector, Maintenance Director and one County Commissioner. One seat is reserved for a representative from each incorporated town, who acts as their town's voice to bring matters to County leadership. One seat is open for Commissioner appointment of a citizen representing the disabled community, and one seat for Commissioner appointment of an additional citizen of the County.

(C) The sitting Commissioner does so in an ex-officio capacity.

(D) ADA Advisory Committee members shall serve without compensation, except those County employees who do so as part of their job responsibilities.

(E) The Board of Commissioners shall clearly define the mission of the committee in the creation resolution

(F) The ADA Advisory Committee so created shall cease to exist when abolished by a majority vote of the Board of Commissioners.

(G) It is the mission and scope of the ADA advisory Committee to accept input from the citizens within the County, and during scheduled meetings determine how to advise the Board of Commissioners on the matters presented.

SECTION THREE: Appointments.

(A) All candidates for appointment shall be at least 18 years of age or older, a registered voter, and a resident of Pulaski County or be otherwise connected to the community in terms of property ownership or business affairs.

(B) All appointments are made and approved by the board of Commissioners.

(C) To be considered for appointment to one of the public seats, a letter to request appointment must be sent to the Commissioners:

a. Pulaski County Board of Commissioners, 112 East Main Street, Winamac, IN 46996

SECTION FOUR: Operation and Procedure.

(A) Unless otherwise specified in the creation resolution, a majority of the ADA Advisory Committee members currently seated on the Committee shall constitute a quorum for the transaction of business. Staff Liaisons and Ex Officio Members are not counted as part of a majority or quorum.

(B) The ADA Advisory Committee may make and establish such reasonable rules and by-laws, rules and regulations as may be necessary for their own government and for the full and complete execution of their duties and responsibilities.

(C) The ADA Advisory Committee by majority vote shall elect from among its Members a Chairperson who shall preside over the meetings of the Committee, and a Vice-Chairperson who shall act for the Chairperson during absences. The Chairman shall call meetings, set meeting agenda and act as the principal point of contact for County staff relating to the business of the Committee when the Committee is not in session. Election of officers shall be held annually at the first regular meeting of the calendar year.

(D) Unless otherwise specified by State statute or County ordinance, The ADA Advisory Committee shall be subject to the Open Meetings Law. Records shall be kept of all ADA Advisory Committee meetings.

(E) The ADA Advisory Committee shall meet every quarter and as needed, except as otherwise specified by the creation resolution.

SECTION FIVE: Vacancies and Removal.

(A) Vacancies occurring before the expiration of term shall be filled for the remainder of the unexpired term utilizing the process in Section Three of this Resolution.

(B) Removal. A majority of the Board of Commissioners may remove any appointed ADA Advisory Committee member at any time for good and sufficient cause. Cause shall include but not be limited to, any violation of any applicable law, regulation or policy; neglect of duty; and failure to comply with the Committee attendance policy.

(C) Attendance Policy. A member of the ADA Advisory Committee violates the County's ADA Advisory Committee attendance policy if the member receives notice of meetings and without excuse misses two (2) consecutive meetings or attends fewer than two-thirds (2/3) of the regular meetings or special meetings within the twelve (12) month period following the member's appointment, or an anniversary date thereof. Violation of this policy shall be reported to the Board of Commissioners. The ADA Advisory Committee shall be responsible for keeping track of attendance. In

computing attendance, the standard shall be in absolute meetings held as the denominator and meetings attended as the numerator. "Excuse" shall mean more than inconvenience and includes illness and family emergency. Business commitments shall not be a good excuse.

SECTION SIX: Terms of Office.

(A) The term of office for the ADA Advisory Committee shall be as set by the creation resolution.

(B) Generally, terms shall be one (1) year in length, unless otherwise specified by the creation resolution,

(C) Permanent Positions such as Officials like the Commissioner, ADA Coordinator, Building Inspector etc. is for currently sitting individuals only. Once the individual changes in their official capacity, the new office holder takes over representation in the Committee.

SECTION SEVEN: Authority and Revision.

(A) This ADA Advisory Committee Resolution is the exclusive written policy pertaining to the Pulaski County ADA Advisory Committee. Any previous motions made on the ADA Advisory Committee by ordinance, resolution, or verbal motion are hereby revoked by the adoption of this resolution. This resolution may be amended from time to time in substantially the same form approved by the Pulaski County Board of Commissioners.

/s/Kenneth Becker

/s/Jerry Locke

/s/Mike McClure

Attest: /s/Laura Wheeler

Mike McClure motioned to approve the resolution as presented and Jerry Locke seconded the motion. Motion carried unanimously.

IN RE: INSURANCE

Gene Timm presented property and casualty renewal contracts. Despite the economy, our policy cost has decreased about \$30,000.00. Terrorism clause discussed briefly. Kenny Becker motioned to exclude the terrorism clause and Jerry Locke seconded the motion. Motion carried unanimously.

Mike McClure motioned to approve the property and casualty, and workers' compensation renewal policy with Bliss McKnight and Jerry Locke seconded the motion. Motion carried unanimously.

Future classes offered by Bliss McKnight discussed briefly.

IN RE: COUNTY GARAGE

Terry Ruff and Gary Kruger recommended purchasing the Mack truck from Pozzo Mack at \$127,880.00. Mike McClure motioned to approve the recommended purchase Jerry Locke seconded the motion. Motion carried unanimously.

Ruff and Kruger also recommended Town and Country asphalt bid of \$1,175,788.00 pending receipt of the Community Crossings Grant. Mike McClure motioned to accept Town and Country's asphalt bid contingent on the grant approval and Kenny Becker seconded the motion. Motion carried unanimously.

IN RE: JUSTICE CENTER

Jeff Richwine presented the annual Commissary report and gave an annual update on 9-1-1 calls.

IN RE: CIRCUIT COURT

Mary Welker explained issues created by the changing of the offices. Keys/equipment not returned and IT not responsive among them.

IN RE: OTHER BUSINESS

A Commissioners' Quitclaim deed from the deed sale presented for approval. Mike McClure motioned to approve the deed transfer to Michael T. Tiede and Kenny Becker seconded the motion. Motion carried unanimously.

Jerry Locke motioned to approve payroll and claims and Mike McClure seconded the motion. Motion carried unanimously.

Mike McClure motioned to approve December 17, 2018 minutes as presented and Jerry Locke seconded the motion. Motion carried unanimously.

Mike McClure motioned to adjourn at 7:32pm and Jerry Locke seconded the motion. Motion carried unanimously.

**Approved and Signed January 22, 2019
PULASKI COUNTY BOARD OF COMMISSIONERS**

Kenneth Becker, President

Jerome Locke, Vice President

J. Mike McClure

ATTEST: _____
Laura Wheeler, Pulaski County Auditor