

NOVEMBER 21, 2022

REGULAR SESSION

PULASKI COUNTY COMMISSIONERS

The Pulaski County Commissioners met in regular session Monday November 21, 2022 at 08:30am at the Pulaski County Highway Department training room. Commissioners present were Charles Mellon, Maurice Loehmer, and Michael McClure with County Auditor Laura Wheeler.

Also present were Gary Kruger, Joe Moyer, Kyle Conrad, Sue Fox, and Crystal Kocher.

President Mellon opened the meeting with the Pledge of Allegiance.

IN RE: HEALTH DEPT

Ordinance 2022-11, Health Department’s Fee schedule, presented for review and approval, and reads as follows:

ORDINANCE 2022-1 1

ORDINANCE TO REVISE THE PULASKI COUNTY HEALTH DEPARTMENT’S FEE SCHEDULE

WHEREAS, Pursuant to Ind. Code 16-20-1-27, the Pulaski County Health Board revises its established fee schedule due to increased prices; and

WHEREAS, the Board of Commissioners of Pulaski County have reviewed the revised fee schedule and approve the increases set forth below:

ENVIRONMENTAL HEALTH	
New Septic Permit	70.00
Repair/Replacement Septic Permit	50.00
Well Permit	20.00
New Septic Contractor’s Fee	100.00
Annual Food Permit	75.00
Temporary Food Permit	30.00
Tattoo Parlor Permit	150.00
Each Additional Tattoo Artist working in Establishment	25.00 each
VITAL RECORDS	
Birth Certificates	15.00
Death Certificates	20.00
Corrections/Changes to Vital Records	25.00
Paternity affidavits	25.00
Genealogy Research per ½ hour	10.00
PUBLIC HEALTH NURSING	
Adult Tetanus	50.00
AdultTdap	60.00
TB Testing (Adults)	25.00
TB Testing (Students)	15.00
Influenza Vaccine	30.00
Adult Hepatitis B shots (3 shot series)	70.00
All record replacement (paternity affidavits, vaccine, etc.)	5.00
Pregnancy testing	5.00
Lead screening/hemoglobin	no charge
All VFC (Vaccine for Children) administrative fee	15.00
Medicaid Patients will be billed through Medicaid – no payment due at time of services	
Prices and eligibility subject to change according to federal vaccine guidelines	
BAD CHECK COLLECTION FEE	
Collection Fee	50.00
Cash also to be collected for amount of original check.	

IT IS THEREFORE ODRAINED BY THE BOARD OF COMMISSIONERS OF PULASKI COUNTY, that the above Pulaski County Health Department Fee Schedule is hereby approved and said fees are effective as of the date of the adoption of this ordinance.

This ordinance will be published for two consecutive weeks and becomes effective January 1, 2023. Maurice Loehmer motioned to approve the ordinance as presented, Mike McClure seconded and motion carried unanimously.

Malpractice insurance for Pulaski County nurse discussed briefly. It is the consensus of the commissioners that the nurse retain her current Malpractice insurance and be reimbursed by the county.

IN RE: SUPERIOR COURT

Mike McClure currently represents the County on the Public Defender committee. Maurice Loehmer Motion to reappoint Mike McClure, Chuck Mellon seconded. Motion carried unanimously. Commissioners were updated on the current grant applications.

IN RE: RECORDER

DoxPop agreement addendum presented for review and approval and reads as follows:

**ADDENDUM
to
Recorded Document Internet Publishing Agreement regarding
PROPERTY WATCH**

This ADDENDUM to Recorded Document Internet Publishing Agreement regarding PROPERTY WATCH (herein "Addendum") is between Doxpop, LLC, (herein "Doxpop") and Pulaski County Recorder, Indiana (herein "Recorder").

Summary: Doxpop and Recorder are parties to a Recorded Document Internet Publishing Agreement effective September 2, 2014 (herein "Agreement"). Doxpop also offers a Recorded Document monitoring service (herein "Property Watch") whereby a Registered Property Watch User (herein "User") or Recorder may monitor Recorded Documents newly associated with a Designated Parcel and/or Designated Name for the purpose of detecting and avoiding identity theft and fraud. Doxpop wishes to make this service available at no cost through the Internet, under the terms and conditions as set forth below.

Recitals: WHEREAS, Doxpop and Recorder are parties to the aforementioned Agreement and intend by this Addendum to supplement said Agreement;

WHEREAS, Doxpop wishes to provide an additional service to User such that User may monitor Recorded Documents newly associated with Designated Parcels and/or Designated Names for the purpose of detecting and avoiding identity theft and fraud;

WHEREAS, Recorder wishes to make such service available in addition to the services available under the Agreement; and

THEREFORE, the parties enter into the following Addendum to Recorded Document Internet Publishing Agreement regarding Property Watch.

Section 1: Incorporation by Reference

The parties hereto incorporate by reference any and all provisions contained in the Agreement and intend to remain bound thereby.

Each party, intending to be bound thereby, has caused this Agreement to be executed by its duly authorized representative, whereupon it enters into full force and effect in accordance with its terms on this date: **November 21, 2022**

Maurice Loehmer motioned to approve the addendum as presented and Mike McClure seconded. Motion carried unanimously.

IN RE: OTHER BUSINESS

Maurice Loehmer made a motion to approve claims and payroll #23 as presented, Michael McClure seconded and motion carried unanimously.

Maurice Loehmer made a motion to approve November, 2022 regular session minutes as presented, Michael McClure seconded and motion carried unanimously.

Purdue extension agreement presented for review and approval.

**EXTENSION CONTRACTUAL SERVICES AGREEMENT
BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF PULASKI COUNTY, INDIANA**

This agreement made this first day of January 2023 by and between the government of Pulaski County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension service, hereinafter called "University,"

WITNESS THAT:

Whereas, the County desires to provide financial support of county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, health and human sciences, youth, and community development; and,

Whereas, the services are an integral part of the University's Cooperative Extension service; and

Whereas, the services will be of benefit to the populace of Pulaski County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,

Whereas, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject

matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Pulaski County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
 - b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

APPENDIX 1

**Memorandum of Understanding:
Purdue Extension Contractual Services Agreement in Pulaski County**

The contractual services agreement between Purdue University and the government of Pulaski County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$66,115.00 from Pulaski County to Purdue, Purdue Extension will provide Extension services through the Pulaski County Extension, including two county educators. These staff will provide local extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educators will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2023 through December 31, 2023

Total Contractual Services Appropriation for Extension Educators:

Amount: **\$66,115.00**

The County Extension Director will also provide annually a report on Extension services provided in Pulaski County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other Purdue University benefits.
- Each year, Purdue University provides funding for training and staff development for each Educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to organize community and home interventions to bring about nutrition-related lifestyle changes.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

Maurice Loehmer motioned to approve agreement as presented and Mike McClure seconded. Motion carried unanimously.

A bond for the newly caucused Pulaski County Coroner presented for approval. Maurice Loehmer motioned to approve as presented and Mike McClure seconded. Motion carried unanimously.

Monterey-Tippecanoe Public Library requested to have Steve Shank appointed to the library board, replacing Mary Penska. Maurice Loehmer motioned to appoint Steve Shank as recommended and Mike McClure seconded. Motion carried unanimously.

The Highway department presented information on a used road grader and explained their need. After some discussion, Maurice Loehmer motioned to move forward with the purchase provided that it is the best option. Chuck Mellon seconded. Motion carried unanimously.

The following 2023 pay schedule presented for review and approval.

2023 Pay Schedule

Pay No.	By Noon to Auditor		Pay Period Covered			Commissioners meet to approve	Date Employee Paid
1	12/28/2022	HRLY:	12/11/2022	THRU	12/24/2022	1/17/2023	1/6/2023
2	1/11/2023	HRLY:	12/25/2022	THRU	1/7/2023	2/6/2023	1/20/2023
3	1/25/2023	HRLY:	1/8/2023	THRU	1/21/2023	2/6/2023	2/3/2023
4	2/8/2023	HRLY:	1/22/2023	THRU	2/4/2023	2/21/2023	2/17/2023
5	2/22/2023	HRLY:	2/5/2023	THRU	2/18/2023	3/6/2023	3/3/2023
6	3/8/2023	HRLY:	2/19/2023	THRU	3/4/2023	3/20/2023	3/17/2023
7	3/22/2023	HRLY:	3/5/2023	THRU	3/18/2023	4/3/2023	3/31/2023
8	4/5/2023	HRLY:	3/19/2023	THRU	4/1/2023	4/17/2023	4/14/2023
9	4/19/2023	HRLY:	4/2/2023	THRU	4/15/2023	5/1/2023	4/28/2023
10	5/3/2023	HRLY:	4/16/2023	THRU	4/29/2023	5/15/2023	5/12/2023
11	5/17/2023	HRLY:	4/30/2023	THRU	5/13/2023	6/5/2023	5/26/2023
12	5/31/2023	HRLY:	5/14/2023	THRU	5/27/2023	6/20/2023	6/9/2023
13	6/14/2023	HRLY:	5/28/2023	THRU	6/10/2023	7/3/2023	6/23/2023
14	6/29/2022	HRLY:	6/11/2023	THRU	6/24/2023	7/17/2023	7/7/2023
15	7/12/2023	HRLY:	6/25/2023	THRU	7/8/2023	8/7/2023	7/21/2023
16	7/26/2023	HRLY:	7/9/2023	THRU	7/22/2023	8/7/2023	8/4/2023
17	8/9/2023	HRLY:	7/23/2023	THRU	8/5/2023	8/21/2023	8/18/2023
18	8/23/2023	HRLY:	8/6/2023	THRU	8/19/2023	9/5/2023	9/1/2023
19	9/6/2023	HRLY:	8/20/2023	THRU	9/2/2023	9/18/2023	9/15/2023
20	9/20/2023	HRLY:	9/3/2023	THRU	9/15/2023	10/2/2023	9/29/2023
21	10/4/2023	HRLY:	9/17/2023	THRU	9/30/2023	10/16/2023	10/13/2023
22	10/18/2023	HRLY:	10/1/2023	THRU	10/14/2023	11/6/2023	10/27/2023
23	11/1/2023	HRLY:	10/15/2023	THRU	10/28/2023	11/20/2023	11/10/2023
24	11/15/2023	HRLY:	10/29/2023	THRU	11/11/2023	12/4/2023	11/24/2023
25	11/29/2023	HRLY:	11/12/2023	THRU	11/25/2023	12/18/2023	12/8/2023
26	12/13/2023	HRLY:	11/26/2023	THRU	12/9/2023	1/2/2024	12/22/2023

NOTE: ELECTED OFFICIALS WILL BE PAID IN THE FOLLOWING MANNER:

Their salary set for the year will be divided evenly over the 26 pays

THOSE PAID IN A WAY OTHER THAN BI-WEEKLY (MONTHLY, ANNUALLY, ETC.):

We will continue to pay you in the same way as in the past which is on the second pay of the month in the month you are to receive that pay.

Maurice Loehmer motioned to approve the 2023 pay schedule as presented and Mike McClure seconded. Motion carried unanimously.

After some discussion, Mike McClure motioned to allow the Chamber of Commerce to place a Christmas Tree on the courthouse lawn, Maurice Loehmer seconded. Motion carried unanimously.

Discussion continued on items needed for the maintenance department and meeting participation by electronic means, the commissioners determined that further information was needed.

Novotny Insurance presented a Workmen’s compensation renewal with a loss ratio of 16%. Renewal tabled for review.

With no other business to discuss, Maurice Loehmer made a motion to adjourn at 9:16am, Michael McClure seconded and motion carried unanimously.

APPROVED AND SIGNED THIS 5TH DAY OF DECEMBER 2022 BY THE PULASKI COUNTY COMMISSIONERS.

CHARLES MELLON

MAURICE LOEHMER

MICHAEL MCCLURE

ATTEST: _____
LAURA WHEELER, AUDITOR, PULASKI, COUNTY