

COMMISSIONERS' MEETING

June 28, 2021

The Bartholomew County Commissioners met on June 28, 2021, in the Commissioners Chambers of the Governmental Office Building, 440 Third Street, Columbus, Indiana. Commissioners Larry S. Kleinhenz and Carl H. Lienhoop were present. Commissioner Tony London was not present. Auditor Pia O'Connor, Attorney Grant Tucker and County Administrator Tina Douglas were also present.

Commissioner Lienhoop gave the invocation and led the Pledge of Allegiance.

The first item was the Approval of minutes of June 21, 2021. **Commissioner Lienhoop motioned to approve the minutes as presented. Commissioner Kleinhenz seconded the motion which passed unanimously.**

The next item was the approval of Payroll. **Commissioner Lienhoop motioned to approve the Payroll as presented. Commissioner Kleinhenz seconded the motion which passed unanimously.**

The next item was the weekly permit reports as read by Commissioner Kleinhenz:

<i>Time frame</i>	<i>New permits</i>	<i>Fees</i>	<i>Value</i>
06/21/21 to 06/25/21	29	\$6,636.00	\$4,466,263

The next item was the County Highway Weekly Crew Report presented by Engineer Danny Hollander. The following work had been completed last week: cleaned up after the flash flooding by fixing washouts and plowed debris off roads; patched with the Dura Patcher & Hot Box; fixed a tile on 400 N; put stone along shoulders; picked up brush; worked on pipe on 1000 E; replaced a pipe on Country Club Road; replaced a driveway pipe on 550 W; trimmed trees in Taylorsville; and mowed in Columbus and Wayne Township and at the Fairgrounds.

The next item was Consideration of an Emergency Replacement of a Culvert replacement on 410 N due to the washout during last week's Flash Flooding as presented by County Engineer Danny Hollander as follows:

S&M Precast, Inc. (Henryville, IN)

- *Seventy-four (74) LF 14x6 Box Culvert* *\$59,968.00*

- *Ready last week of July or 1st week of August*

CivilCon (Jeffersonville, IN)

• <i>Seventy-six & a half (76.5) LF Box Culvert @ 823.51 Each</i>	<i>\$62,998.52</i>
• <i>Assembly</i>	<i>\$10,100.00</i>
• <i><u>Freight</u></i>	<i><u>\$ 2,150.00</u></i>
• <i>Total</i>	<i>\$75,248.52</i>

Engineer Hollander stated one quote is concrete and the other is aluminum. The low quote has the quickest turn-around as well. **Commissioner Kleinhenz motioned to accept the low bid from S&M Precast in the amount of \$59,968.00. Commissioner Lienhoop seconded the motion which passed unanimously.**

The next item was a Resolution of the Board of Commissioners Approving the Sale of Real Estate owned by Columbus Regional Health as presented by CRH General Counsel Cindy Boll as follows:

RESOLUTION 2021-10
Board of Commissioners
Of Bartholomew County, Indiana
Approving Sale of Real Estate

WHEREAS, pursuant to IC 16-22-3-17 (“Act”), the Board of Trustees of Columbus Regional Hospital (“CRH”) has determined that certain real property located at **2686 19th Street** in the City of Columbus, Indiana (Property) is no longer necessary for hospital purposes and should be sold;

WHEREAS, the Act provides that CRH may establish the time, terms and conditions of the sale of the Property;

WHEREAS, the Act requires, prior to the sale of the Property:

- (i) *Appraisal of the Property by three (3) disinterested owners of taxable real property in Bartholomew County (“County”);*

- (ii) *Publication by CRH of a notice of the sale one (1) time at least seven (7) days before the date of the sale; and*
- (iii) *Approval of the sale by the Board of Commissioners of the County; and*

WHEREAS, CRH has:

- (i) *Received the appraisal of the Property;*
- (ii) *Negotiated the sale of the Property with Brandon Ho (“Sale”); and*
- (iii) *Requested approval of the sale by the Board of Commissioners;*

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BARTHOLOMEW COUNTY, INDIANA, THAT:

Section 1. The Board of Commissioners hereby approves the sale of the Property.

Section 2. This Resolution shall be in full force and effect from and after passage.

Dated this 28th day of June, 2021.

***BOARD OF COMMISSIONERS OF
BARTHOLOMEW COUNTY, INDIANA***

Larry S. Kleinhenz, Chairman

Carl H. Lienhoop, Member

Tony London, Member

This makes the 5th of 13 homes to be sold due to a change in future planning that will see no further expansion at this location. Many of these properties have had renters that are now interested in

purchasing the property. **Commissioner Kleinhenz motioned to Adopt Resolution 2021-10. Commissioner Lienhoop seconded the motion which passed unanimously.** Commissioner Lienhoop stated that the 3 required items were listed in the Resolution.

The next item was the Consideration of the Memorandum of Understanding for School Resource Officer (SRO) between the Bartholomew County Sheriff and the Flat Rock-Hawcreek School Corporation (FRHC) (See Attached Exhibit “A”) as presented by Sheriff’s Chief Deputy Chris Lane. This agreement will be in effect from January 1, 2021 through December 31, 2021. Chief Deputy Lane stated that this is the 3rd year with Flat Rock-Hawcreek. The only change is that they will be paying for 210 work days as well as 130 gallons of fuel. It will probably be around \$90,000 at the end of the term. **Commissioner Lienhoop motioned to Approve the MOU with Flat Rock-Hawcreek School District as presented. Commissioner Kleinhenz seconded the motion which passed unanimously.** Mark Webber of the Republic asked who the deputy would be. It is Jessica Pendleton.

The next item was the Ratification of Expenditures for Emergency Operation Center as presented by EOC Director Todd Noblitt as follows:

Harrison Township Water Tower Repeater

- *The current system is obsolete and cannot be repaired*
- *ERS*
 - *Replace the Repeater and Charging Station*
 - *\$10,843.61*

Director Noblitt stated that they had 2 different issues. The first one was at Harrison Township for the Fire Departments. The system is not repairable. **Commissioner Lienhoop motioned to Ratify the Expenditure with ERS in the amount of \$10,843.61. Commissioner Kleinhenz seconded the motion which passed unanimously.** Mark Webber of The Republic asked where ERS was located. Director Noblitt stated they have an office in Columbus.

Backup Radio System in EOC

- *Added a Public Safety BDA (Bi-Directional Amplifier) for system.*
- *ERS*
 - *\$12,498.47*

Director Noblitt stated the 2nd item is a repeater system as well. When they had to go to the backup system a couple of weeks ago, they had difficulty communicating with all the agencies. Upon inspection by ERS, they found that the repeater with the backup system was not working. **Commissioner Lienhoop motioned to Ratify the Expenditure with ERS in the amount of \$12,498.47. Commissioner Kleinhenz seconded the motion which passed unanimously.** They have 3 dispatchers in training and set to run another ad soon.

The next item was the Consideration of Contractor Agreements for Public Health Nursing as paid out of ARP Funds as presented by Nursing Director Amanda Organist as follows:

Contractor Agreement:

- *With Victoria West*
- *For Part-Time Registration*
- *Compensation is \$21.00 per hour*
- *Agreement is for July 6, 2021 through December 31, 2026*

Contractor Agreement:

- *With Kelli Palmer, RN*
- *For Part-Time Nurse*
- *Compensation is \$28.00 per hour*
- *Agreement is for July 6, 2021 through December 31, 2026*

Director Organist stated these are to help with the COVID Clinics so that the staff can get back to regular work. Both of these individuals have already been working with the clinics and are very comfortable in their positions. **Commissioner Kleinhenz motioned to the two Contractor Agreements as presented above. Commissioner Lienhoop seconded the motion which passed unanimously.**

The next item was the Proposal for the Public Health Department for Signage at the new building as presented by Nursing Director Amanda Organist as follows:

Greenfield Signs & Lighting (Greenfield, IN)

- *3'x6' viewing area EMC*

- *Lighted header*
- *8.5' x 9' overall size*
- *Black & White* \$30,000.00
- *Color* \$42,000.00

FastSigns (Columbus, IN)

- *Sign w/full color message 54" x 84"* \$25,491.56
- *Sign w/full color message 72" x 120"* \$31,970.06

To be paid out of ARP Funds

Note: The sign from Greenfield Signs & Lighting has a larger message board to share more information with the public regarding clinics and various events.

Director Organist is looking for a sign with the department name on the top and the address at the bottom. In between these, she would like to see a programmable message area in between those areas. **Commissioner Kleinhenz motioned to accept the bid from Greenfield Signs & Lighting in the amount of \$30,000.00 as presented. Commissioner Lienhoop seconded the motion which passed unanimously.**

The next item was the Consideration of Space Saver Storage Units for the new Nursing facility as presented by Director Amanda Organist as follows:

Bradford Systems Corporation (Elmhurst, IL)

- *To be paid out of ARP Funds*
- *Nurse's Room Total (Material, Delivery, Installed)* \$16,650.00
- *Storage Room Total (Material, Delivery, Installed)* \$28,430.00
- *Total* \$45,080.00

Director Organist stated that these are filing cabinets that will fit in the new building and will provide storage while also saving space. **Commissioner Kleinhenz motioned to Accept the bid from**

Bradford Systems Corporation in the amount of \$45,080.00 as presented. Commissioner Lienhoop seconded the motion which passed unanimously.

The next item was a Proposal/Agreement for Office Furniture for the new Nursing Facility as presented by Commissioner Lienhoop as follows:

- *Agreement with Centra*
- *Purchase office furniture and work cubicles currently within the new building*
- *To be paid out of ARP Funds*
- *Cost of \$10,000.00*

Commissioner Lienhoop stated that the new facility had previously been occupied by Centra. This furniture was still in the building. Auditor O'Connor worked with Centra to get the furniture. **Commissioner Lienhoop motioned to Accept the Agreement with Centra for the purchase of office furniture in the amount of \$10,000.00. Commissioner Kleinhenz seconded the motion which passed unanimously.**

The next item was the Presentation of the Veteran's May 2021 Monthly Report as presented by VSO Larry Garrity as follow:

<i>In Office Reviews</i>	<i>35</i>
<i>Out of Office Reviews</i>	<i>0</i>
<i>Walk-ins</i>	<i>45</i>
<i>Incoming calls</i>	<i>181</i>
<i>Outgoing calls</i>	<i>71</i>
<i>Outgoing mail</i>	<i>6</i>
<i>Incoming faxes</i>	<i>1</i>
<i>Outgoing faxes</i>	<i>2</i>
<i>Trips to the VA</i>	<i>9</i>
<i>Mileage</i>	<i>748</i>
<i>New claims</i>	<i>6</i>

<i>Disability claims</i>	<i>14</i>
<i>Veterans & Surviving Spouse claims</i>	<i>2</i>
<i>All forms</i>	<i>64</i>
<i>Miscellaneous</i>	<i>5</i>

VSO Garrity attended the following:

- *IDVA meeting online*
- *IDVA Grant Information meeting online*
- *IDVA VSO Training in Washington County*
- *Salute Concert*
- *Memorial Day*

Commissioner Lienhoop motioned to Approve the May 2021 Veteran's Report as presented. Commissioner Kleinhenz seconded the motion which passed unanimously.

The next item was the Presentation of the Animal Control May 2021 Monthly Report as prepared by Director Mark Case as follows:

<i>Item</i>	<i>TOTAL</i>
<i>Picked Up</i>	<i>33</i>
<i>Audits</i>	<i>97</i>
<i>Violations</i>	<i>2</i>
<i>Fines</i>	<i>0</i>
<i>Bite Cases</i>	<i>0</i>
<i>Door Hangers</i>	<i>0</i>
<i>Animals Reclaimed</i>	<i>2</i>
<i>Traps Loaned</i>	<i>5</i>
<i>TOTAL CASES</i>	<i>100</i>
<i>Van Mileage</i>	<i>3,077</i>

Commissioner Lienhoop motioned to Approve the May 2021 Veteran's Report as presented. Commissioner Kleinhenz seconded the motion which passed unanimously.

The next item was the Consideration of Amendment No. 1 to the Employee Benefit Trust/Plan Summary Plan Description/Master Plan Document as follows:

- *Amendment No. 1*
- *In response to the American Rescue Plan Act of 2021*
- *Amendment will Terminate on September 30, 2021*
- *Upon the expiration of the Assistance Available under the ARP of 2021*
- *Amendment is for Special Cobra Premium Assistance for qualifying individuals*

This is to match the Federal Plan as required. **Commissioner Kleinhenz motioned to Accept Amendment No. 1 to the Employee Benefit Trust/Plan Summary Plan Description/Master Plan Document as presented. Commissioner Lienhoop seconded the motion which passed unanimously.**

The next item was the Consideration of a Covered Bridge Certification as follows:

- *Annual 2021 Covered Bridge Certification*
- *Required by State per IC 8-14-1-10*
- *Bartholomew County has 1 Covered Bridge at Mill Race Park*
- *Bartholomew County is eligible to receive State funding*
- *\$1,850 for maintenance of said bridge*
- *Due by July 21, 2021*

Commissioner Lienhoop stated that we are required to certify any covered bridges within the County. **Commissioner Lienhoop motioned to Accept the Covered Bridge Certification as presented. Commissioner Kleinhenz seconded the motion which passed unanimously.**

All County Offices will be CLOSED on Monday, July 5, 2021 for Independence Day.

The next scheduled Commissioners Meeting will be **Monday, July 12, 2021 at 10:00 a.m.**

Auditor O'Connor stated that Friday was a good night at the fair and they presented the Fair Board with some ARP Funds.

There being no other business, the meeting was adjourned at 10:39 a.m.

BARTHOLOMEW COUNTY
COMMISSIONERS

LARRY S. KLEINHENZ, CHAIRMAN

CARL H. LIENHOOP, MEMBER

ABSENT

TONY LONDON, MEMBER

ATTEST:

PIA O'CONNOR

Exhibit “A”

MEMORANDUM OF UNDERSTANDING

School Resource Officer (SRO)

This Memorandum of Understanding ("Agreement") is entered into this 28th day of June, 2021 by and between Bartholomew County, Indiana ("County"), the Bartholomew County Sheriff's Office ("Sheriff ") and the Flat Rock-Hawcreek School Corporation (FRHC).

I. PURPOSE

This Agreement is executed in order to set forth the terms and conditions between FRHC, the Sheriff and the County for managing a School Resource Officer (SRO) program.

II. MISSION

The SRO program is designed to support the missions of both the FRHC and the Sheriff as well as help provide a safe and productive learning environment.

Mission Statement of FRHC: *To provide a quality education through shared responsibility in a safe supportive environment for all students to meet the challenges of a global society.*

Mission Statement of the Sheriff: *To Protect and Serve.*

III. AGREEMENT

A. Services

1. Duties and Responsibilities of the Sheriff

a. *The Sheriff will provide one (1) deputy for assignment within FRHC. The Sheriff shall select the individual deputy after considering input from FRHC personnel.*

b. *The SRO's will be scheduled to work every day that school is in session as well as an additional 10 days for planning and preparation for a total of 190 days. The SRO's will only be*

permitted to take paidtime off (vacation, holiday, comp time, etc.) when school is not in session.

i. In the event of an emergency, such as an unexpected illness,the SRO, the Sheriff or the Sheriffs designee will immediately contact FRHC and the Sheriff will assign the SROduties to a road deputy until such time as an SRO is available.

ii. The SRO's normal work hours will be 7:30 a.m. - 3:30 p.m., Monday through Friday. Adjustments may be made at the request of FRHC for special events, etc.

iii. The Sheriff may, at his discretion, make an Officer availableto FRHC for extracurricular activities, if one is available. However, the cost of such Officer shall be the sole responsibilityof FRHC.

c. The Sheriff will ensure that the SRO obtains membership or certification by a national association such as the National Associationof School Resource Officers (NASRO).

2. Duties and Responsibilities of the SRO

a. Officers shall, unless previously authorized, report for duty in uniform.

b. Enhancing physical safety and security in school and on schoolgrounds through prevention and intervention strategies.

c. Assisting with the development of school safety and lock-down plans.

d. Patrolling routes to school.

e. Conducting safety and security inspections.

f. Performing sweeps for weapons or drugs.

g. Suppressing violent incidents such as fights, domestic situations, orstalking cases.

h. Maintaining an environment in which students feel safe from threats or incidents of bullying.

- i. Assisting teachers and administrators with the identification of threats and potentially violent behavior.*
- j. Working as part of a collaborative team to identify at-risk students and provide support or referrals for counseling or social services.*
- k. Engaging parents by informing them of their child's behavior and working to find positive solutions.*
- l. Training parents to identify signs of possible gang involvement, drug usage, or other criminal behavior.*
- m. Building relationships with youth to improve youth-police relations.*
- n. Collaborating with community members and groups to develop useful programming and to support school-based efforts.*
- o. Demonstrating the value of law enforcement in schools and enhance positive perceptions of law enforcement with our youth and community-wide.*
- p. Enforcing truancy laws and regulations.*
- q. Increase information sharing and intelligence gathering for criminal justice and social service agencies regarding conflicts in the community that may continue at school or that start in school and impact the broader community.*
- r. Perform other regular police duties.*
- s. Follow IC 20-33-11 concerning parental notification of student interrogations.*
- t. Work collaboratively with local law enforcement (Hope PD) to promote a unified team approach during community outreach efforts, local emergencies, and potential criminal situations.*

B. Family Educational Rights and Privacy Act (FERPA)

- 1. School officials shall allow SRO's to inspect and copy any public records maintained by the school to the extent allowed by law.*
- 2. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.*
- 3. If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.*

C. Financial Agreement

- 1. Salary and Benefits of the SRO-The SRO will be a full-time employee of the Sheriff, and the SRO's salary and benefits will be paid for by the County.*

FRHC will reimburse the County for a total 210 work days for the 2021 calendar year for costs associated with the SRO's base salary and benefits.

- 2. Equipment - The County will provide a police vehicle for the SRO, including all maintenance and liability insurance on the vehicle. FRHC will reimburse the county up to a maximum of one hundred thirty (130) gallons of gasoline per month while school is in session.*
- 3. Training- The Sheriff will provide all law enforcement training, certifications, recertifications and other training directly applicable to the SRO position. However, it will be the responsibility of FRHC to train the SRO in all applicable policies and regulations of FRHC.*

- D. Maintenance of SRO Performance Records - All performance evaluations and other performance records of the SRO and the Sheriff records generated as a result of the performance of the services provided by the department (i.e. incident reports, field interviews, intelligence reports, arrest reports, etc.) will be maintained by the Sheriff.*

E. Duration, Modification and Termination

- 1. Duration - This Agreement shall commence on January 1, 2021 and remain ineffect through December 31, 2021*
- 2. Modification - With the exception of the specific duties of the SRO's which may change from time-to-time, this Agreement may be amended or modified only by a written document signed by all parties.*
- 3. Termination - This Agreement will terminate in accordance with the duration clause of this Agreement. However, the duration may be modified in accordance with the modification clause of this Agreement.*

F. Legal Contingencies

- 1. This Agreement shall be governed by, and shall be subject to, the laws of the State of Indiana, as such laws exist at the time of the execution of this Agreement.*
- 2. Either party's delay or inaction in pursuing any remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the party's rights or remedies.*
- 3. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provisions, shall continue in full force and effect.*
- 4. Each party agrees to hold harmless the other and their designees for all damages, claims and expenses including legal costs and attorney fees, arising out of or connected with any claim, demand or action by a third party which claim is inconsistent with any agreement or representation made in this Agreement. Each party shall give the other notice of any claim to which this section applies and each shall cooperate fully with the other in the case of a joint defense of same.*

- G. Control of the SRO-The SRO is an employee of the Sheriff's Office and is subject to the Sheriff's control and supervision. The SRO must follow the current rules, procedures and directives of the Sheriff. The SRO will have a direct reporting line to the Sheriff or his designee. However, the SRO will take day-to-day direction and*

assignments from FRHC officials.

H. Use of Equipment & Facilities-The Sheriff will provide each SRO with all necessary law enforcement equipment. FRHC will provide a workspace for the SRO that will accommodate their ability to meet their expected duties and responsibilities.

- 1. Review and Revision - The Sheriff and FRHC should meet not less than annually for the purposes of reviewing the scope and effectiveness of the services performed by the SRO. Any revision of this Agreement may be made in accordance with the modification clause of this Agreement.*

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

Bartholomew County Commissioners:

Carl H. Lienhoop, Commissioner

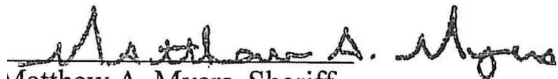
Larry S. Kleinhenz, Commissioner

Tony London, Commissioner

Flat Rock-Hawcreek School Corporation:


Shawn Price, Superintendent

Bartholomew County Sheriff:


Matthew A. Myers, Sheriff