

COMMISSIONERS' MEETING

September 14, 2015

The Bartholomew County Commissioners met in regular session on September 14, 2015 in the Governmental Office Building, 440 Third Street, Columbus, Indiana. Commissioners Larry Kleinhenz, Carl Lienhoop and Rick Flohr were present. County Attorney J. Grant Tucker and County Auditor Barbara Hackman were also in attendance.

Chairman Larry Kleinhenz called the meeting to order. He gave the Invocation and led the Pledge of Allegiance.

The first item on the agenda was the approval of the September 8, 2015 Commissioners' Meeting Minutes. Commissioner Lienhoop made a motion to approve the minutes with a change on page 2, in the first paragraph. The amount reads \$24,072.00 but should be \$2,472.00. Commissioner Flohr seconded the motion that passed unanimously.

Next was the approval of payroll. Commissioner Flohr motioned to approve the payroll. Commissioner Lienhoop seconded the motion which passed unanimously.

The next item was weekly reports. Chairman Kleinhenz read the New Permit Report dated 9/7/15 to 9/11/15. Thirty-one (31) permits had been issued with fees collected of \$5,321 and an estimated construction cost of \$1,525,015.

Chairman Kleinhenz discussed the work that had been done on Wolfcreek Road by the County Highway Department. He had stopped and looked last week. He is glad they have fixed the wash out area.

County Engineer Danny Hollander gave the County Highway Weekly Crew Report which included the following: they ground stumps and worked on Wolfcreek Road; they ditched and fixed pipes on 850 South; they cleaned up tree debris on 800 South and 350 East.

Engineer Hollander had the final change order for Bridge #35. The final was under by \$1,257.88. The total project cost was \$544,476.21. Chairman Kleinhenz made a motion to accept the final change order. Commissioner Lienhoop seconded the motion that passed unanimously.

The Newbern Bridge should be open tomorrow, on schedule.

The next item was Ratification of Data Board Items. Auditor Hackman read the following items:

Department	Item Purchased	Amount	Fund Number	Budgeted
Adult Protective	Wiring from Kirby Risk for YSC	\$1,229.00	04-40	No
IT	New UPS Batteries from CDW	\$1,297.00	04-40	No
IT	Alertify Wireless Solution – paging	\$1,800.00	03-10	No
Co-Op	Purdue Hardware Maintenance	\$3,035.00	03-63	Yes
	Grand Total Expenditures	\$7,361.00		

Commissioner Lienhoop made a motion to approve the Ratified items. Commissioner Flohr seconded the motion which passed unanimously.

Auditor Hackman read the remaining items from the Data Board which included the approval of Net Motion for 3 years at a not to exceed amount of \$6,297 and the On Ramp Wireless project with a not to exceed amount of \$21,435. Commissioner Flohr made a motion to approve the Net Motion not to exceed \$6,297 and the On Ramp Wireless project not to exceed \$21,435. Commissioner Lienhoop seconded the motion which passed unanimously.

The next item was the Consideration of an Ordinance Vacating Public Right-Of-Way. Senior Planner Allie Keen from the Planning Department presented (B/VAC-15-01) the Lake Shore Drive North Vacation for its second reading. The road was not built within the original planned Right-of-way. This will clear up that issue. The meeting was opened for a public hearing. Hearing no comments, the public hearing was closed. Commissioner Lienhoop made a motion to accept on Second Reading the Lake Shore Drive North Vacation. Commissioner Flohr seconded the motion which passed unanimously.

The next item was the acceptance of 0.1762 acres of Right-of-way with the Schaefer & Pitman Minor Subdivision (MI/P-15-07) as presented by Senior Planner Allie Keen. Commissioner Lienhoop made a motion to accept the Right-of-way with the Schaefer & Pitman Minor Subdivision. Chairman Kleinhenz seconded the item which passed unanimously.

The next item was a new subdivision with the required Right-of-way to be approved in B & D's Bunker Minor Subdivision (MI/P-15-09) as presented by Senior Planner Allie Keen.

Chairman Kleinhenz made a motion to accept the Right-of-way with the B & D's Bunker Minor Subdivision. Commissioner Flohr seconded the motion which passed unanimously.

The next item was the Consideration of a Letter of Support for the 2015-2016 Community Corrections Grant Application and Additional Funding as presented by Community Corrections Director Brad Barnes. Commissioner Flohr had been at a meeting where this had been discussed. This funding will shore up the amount of insurance costs. They are asking with this Grant application for an additional amount of \$172,512. They are currently about \$100,000 shy in insurance funding and that deficit could increase. They have operated Community Corrections since 1986. With recent changes in State law, they anticipate even more use of Community Corrections. This application would be an expansion of the existing Grant, not a new Grant. Commissioner Flohr made a motion to approve the Letter of Support. Commissioner Lienhoop seconded the motion. Mike Lovelace asked if all County employees pay the same amount. It was clarified that all employees do pay the same amount. The vote was called for and the motion passed unanimously.

Brad Barnes, Community Corrections Director and Nichole Hall discussed a Juvenile Accountability Block Grant that has opened up. They would like to apply for \$1,000 Grant, which is \$900 in Federal money with a \$100 match. Chairman Kleinhenz made a motion to approve the request for the Juvenile Accountability Block Grant Application. Commissioner Lienhoop seconded the motion which passed unanimously.

The next item was the Consideration of a Contract with Lamar Companies for the Health Department as presented by Health Department Director Collis Mayfield. (See Attached) The Health Department has received money from an Immunization Grant for billboards. They will have 2 sign locations. The total cost is \$3,765. These funds are from a State Immunization Grant. This agreement is with the LAMAR Company for these advertisements. Commissioner Lienhoop made a motion to approve the request at \$3,765. Commissioner Flohr seconded the motion. Mike Lovelace asked if they had gotten other prices. Director Mayfield stated he believed 2 companies had been contacted. It was suggested to check with the Sprague Company for any future signs. The vote was called for and the motion passed unanimously.

Auditor Hackman stated there would be a Council Meeting at 6:00 tomorrow night for further 2016 Budget discussion. Also there is a Tax Sale on Wednesday at 10 a.m. Both of these events will be in the Council Chambers located on the 4th floor of this building.

The next item was the presentation of the Treasurer's Monthly Report. Commissioner Lienhoop made a motion to accept the Treasurer's Report for the month of August. Commissioner Flohr seconded the motion which passed unanimously.

Kris Medic stated that CAFO had met last Thursday and they will be scheduling an open house for the public to attend. Mark Webber asked if they have the numbers. Kris Medic stated they had been tweaked and she would get those numbers to him.

The next Commissioners' Meeting will be held on Monday, September 21, 2015 at 10:00 a.m. in the Commissioners' Chambers. There being no other business the meeting was adjourned at 10:40 a.m.

BARTHOLOMEW COUNTY
COMMISSIONERS

LARRY S. KLEINHENZ, CHAIRMAN

ATTEST:

CARL H. LIENHOOP, MEMBER

BARBARA J. HACKMAN

RICHARD A. FLOHR, MEMBER

Indianapolis
5711 W. Minnesota St
Indianapolis, IN 46241
Phone: 317-484-0396
Fax: 317-484-1522



CONTRACT # 2450573

Date: 9/8/2015
New/Renewal: NEW
Account Executive: Adrian Adams
Phone: 317-484-0396

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	636815-0
Name	BARTHOLOMEW COUNTY HEALTH DEPT
Address	2675 FOXPOINTE DRIVE SUITE B
City/State/Zip	COLUMBUS, IN 47203
Contact	Lisa Robertson
Email Address	director@vaccinateindiana.org
Phone #	317 6287116
Fax #	
P.O./Reference #	
Advertiser/Product	BARTHOLOMEW COUNTY HEALTH DEPT
Campaign	

Production/Other Services

Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	405 Indianapolis, IN	2-posters for Lamar panel #'s 7094, 7097	Design:Bartholomew Co. Health Dept.	09/28/15	1	\$450.00	\$450.00
Total Production/Other Services Costs:							\$450.00

Space

# of Panels: 2										Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost		
7094 405- 30484657	BARTHOLOMEW CO, IN	SR 11 S, .25 MI W/O SR 46 ES	No	Poster	10' 6" x 22' 9"	Design:Bartholomew Co. Health Dept.	09/28/15-12/20/15	3	\$552.50	\$1,657.50		
7097 405- 30484660	BARTHOLOMEW CO, IN	US 31 S, .25 MI N/O SR 7 WS	Yes	Poster	10' 6" x 22' 9"	Design:Bartholomew Co. Health Dept.	12/21/15-03/13/16	3	\$552.50	\$1,657.50		
Total Space Costs:										\$3,315.00		
Total Costs:										\$3,765.00		

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Director
(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	BARTHOLOMEW COUNTY HEALTH DEPT
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

INITIALS

2450573 CUST 636815

Indianapolis
5711 W. Minnesota St
Indianapolis, IN 46241
Phone: 317-484-0396
Fax: 317-484-1522



CONTRACT # 2450573

Date: 9/8/2015
New/Renewal: NEW
Account Executive: Adrian Adams
Phone: 317-484-0396

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Adrian Adams

GENERAL MANAGER

DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS

2450573 CUST 636815

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