

## Dillsboro Town Council

December 12, 2022

The regular monthly meeting of the Dillsboro Town Council was opened by President, Tom Wafford, with the pledge to the flag on December 12, 2022 at 6:00 p.m.

Council members present: Tom Wafford, Doug Baker, Becky Fryman and Tim Benning. Council member absent: Mary Lou Powers. Attorney present: John Watson. 2023 Council members elected present: Charlie Caldwell and Jamie Craig.

The following minutes were approved by CM Baker. November 28, 2022 Council Meeting, October 24, 2022 Special Meeting and November 30, 2022 Special Meeting. Seconded by CM Benning. Motion carried.

### Clerk-Treasurer – Rita Stevens

- Ordinance 2022-12-1 – Paying Mobilcomm, Inc. for \$21,461.70 from ARP. CM Baker made a motion to approve. Seconded by CM Fryman. Motion carried. (attached)
- Ordinance 2022-12-2 – Paying Lakeside Equipment Corporation for \$92,765.00 from ARP. CM Fryman made a motion to approve. Seconded by CM Baker. Motion carried. (attached)
- DVFD – Annual Clothing/Auto Allowance for 2022 of \$2,800.00 and Annual Compensation for 2022 for \$3,784.00. Both are in the budget. CM Benning made a motion to approve. Seconded by CM Baker. Motion carried.
- Invoice from Cook Government Advisors for \$1,292.50 for annexation. CM Baker made a motion to pay this invoice from Riverboat. Seconded by CM Benning. Motion carried.

### Fire Department – Tim Heitmeyer

- November Incident Report of 15.
- Presented the 2023 officers of the Fire Department (attached). CM Baker made a motion to approve the officers. Seconded by CM Fryman. Motion carried.
- Heitmeyer stated firemen have been getting complaints about the Dollar Store aisles being blocked of being a fire hazard. The State Fire Marshall closed the store for a few days to get the store to clean up the aisles.
- There was a fire at the Dillsboro Village Apartments. The sprinkler system did go off and this helped the fire to only be in one apartment.
- Need approval of new fireman, Colby McVay and also for Tanner Thompson to be treasurer. CM Baker made a motion to approve these individuals. Seconded by CM Fryman. Motion carried.

### Police – Josh Cady

Cady and Police officer, Kevin Turner, will be buying their old guns back for personal use. The town will get a check of a total of \$1,472.00. This money will be put in towns general fund. Cady already asked CT Stevens for an additional appropriation to move this money to the police general fund in 2023.

### Utility – Matt Bauer

- Water project is good. Water tank update for \$12,690.00 and \$24,000 for extension of road bore on Texas Gas Road. Total \$36,340.00 to Mike Holman.

- Invoice from Indiana Pump Works for Lift Station #1 materials and labor for \$23,542.50. CM Baker made a motion to approve this invoice and pay from Riverboat. Seconded by CM Benning. Motion carried.
- Out of radio reads for meters. Will be getting them from a new dealer of Midwest Meters. November readings had 30 some that was manually read. Will have to continually manual read these plus additional what don't read in the next few months until radio reads come in.
- Holman's is half done on 262 water project. Will have to go back and set meters up.

Fire Chief, Tim Heitmeyer, stated the fire hydrants needs to be turned around. Bauer is aware of this.

CM Baker asked about the mapping. Bauer stated that Brian Graver and Mike Beach been working on it and is coming right along.

#### Town Manager/Economic Development – Susan Greco

- Received the Opioid Settlement (Johnson & Johnson) of restricted of \$2,255.28 and unrestricted of \$966.54. Will have to find out how to spend it.
- Sewer Rate Public Meeting is December 27. CM Baker asked if date could be changed because of CM Fryman will be absent. Greco stated it is already advertised in the newspaper and the customers have received a letter in the last utility bills. Will leave date the same.
- Annexation Update – Rhonda Cook said will need to get a county and local tax comparison.
- Paths & Trails Comp Plan has been completed.
- Fire/EMS Meeting minutes were given to council.
- INDOT – J-Turns along US 50. Right-a-ways has been cleaned but in mid-March will finish cleaning the right-a-ways. Bids in early spring.
- Friendship Gallery is closed. Volunteers have been working on the demo.
- Dillsboro Main Street – Hometown Christmas was a success.

#### Employee Compensation – CM Baker.

Employee Salary Increases of 3%. Council members salaries will freeze by not getting a raise. CM Baker made a motion to approve the 3% employee increase. Seconded by CM Benning. Motion carried.

Employee Insurance Package – Council been meeting to come up with numbers. This is not coming from Greco. Talked to the employees regarding the insurance rates have increased and will need to raise the employee costs. Figures was given to employees. Then the employees was given a paper of which of the 3 packages they would prefer. CM Baker stated disappointed that no employee responded. Employees has a time line of 3 minutes speak. CM Baker quoted some figures for family, employee & spouse, employee & child and only employee of 10%, 12% and 15% and these was different from the other two quotes given to employees. CM Baker did state the employees should appreciated they was notified ahead of time regarding that there will be an increase. Could have had a increase and not said anything to employees.

Josh Cady, police chief, spoke and stated when he got hired he took a cut in pay and came because of the health & HSA benefits was great. Cady stated in the benefits offered employees are getting cut. Town needs to consider the employees are loyal. Cady even stated that one employee spouse went on her work insurance because didn't know what the town's insurance would be. And another employee

could have check with his spouse insurance family plan if there was notice ahead of time. Employees needs to know more in advance. Greco stated rates are not available until open enrollment of November 1<sup>st</sup>.

Mike Beach, utility worker, spoke and stated on December 1 the employees was told of the increase and what it was. Then on December 8<sup>th</sup> employees was given figures of 3 packages to pick from and was a higher amount then the quotes first given.

CM Baker made a motion for the 10% health insurance for employees to pay of \$245.00/month for family. \$170.30/month for employee & spouse. \$158.40 for employee & child. \$85.10/month for employee only. These figures will be times 12 months divided by 26 pay periods. Each pay period insurance will be taken out. Seconded by CM Fryman. Motion carried.

Employee HSA Benefit – CM Baker made a motion for HSA annual compensation is \$2,000.00/year. Seconded by CM Fryman. Motion carried.

Employee vacation time at the end of 2022. - 2022 Year employee can get paid for up to 40 hours and carry over up to 40 hours in 2023. 2023 employees must use all their vacation hours or lose them. CM Baker made a motion to approve. Seconded by CM Fryman. Motion carried.

Reception for retiring Council Members was scheduled for January 9, 2023. But will wait until CM Powers can attend due to her health situation. Plaques have been ordered.

#### Attorney – John Watson

An Agreement for Mutual Aid and Cooperation Between the Town of Dillsboro and Dearborn County, Indiana to provide Services for the Collection, Storage and Handling of Evidence in Criminal Cases and for Testimony in Criminal Proceedings. (attached) No changes needed. CM Baker made a motion to approve. Seconded by CM Benning. Motion carried.

Lake Dilldear Extension Project – Need to approach BP (Dillsboro Mobil) and Hope Baptist Church and see if they will share their water bills. Greco and Bauer will make the contact. Need to have Lori from Curry & Associates look over all this. Also Dillsboro needs to get paid from the county for their attorney fees.

#### Old & New Business

CM Wafford stated Greco does not need to be attacked regarding insurance and etc. Council hired Greco to run the town. And council tells Greco what to do.

12227 Rullman Drive – Progressive Engineering Concepts. M2 Investments interested in partial TIFF or tax embankment.

Regarding Bell Tower Roof caving in. Need to get quotes from Mike Stehlin.

Interlocal Agreement Ordinance – Greco will have at next meeting.

Citizen asked if there is a outside woodburning stove ordinance. Answer is yes.

4. CM Baker made a motion for 2023 Year there will be 2 regular council meetings a month. If a council member misses a meeting they will not get paid unless it is an emergency. Seconded by CM Benning. Motion carried.

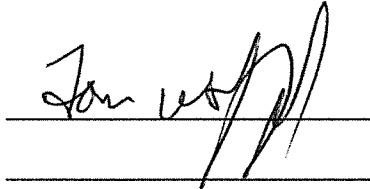
CM Baker made a motion for all employees be reimbursed of \$600.00 annually for personal cell phone usage. Reimbursed twice a year in June 1<sup>st</sup> and December 1<sup>st</sup>. Seconded by CM Benning. Motion carried.

CM Baker stated need to look into employee sick days for 2023 if an employee leaves the town.

Being no further business. CM Baker made a motion to adjourn the meeting at 7:35 p.m. Seconded by CM Benning. Motion carried.

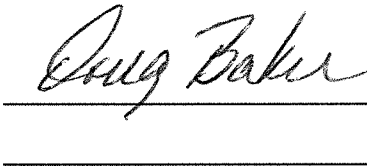


Rita Stevens, Clerk-Treasurer



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ORDINANCE 2022-12-2

**ORDINANCE APPROPRIATING**  
**ARP CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR**

WHEREAS, the Federal government adopted the American Rescue Plan Act of 2021 (ARP) which provides assistance to local communities as they continue to combat the COVID-19 pandemic; and

WHEREAS, the Dillsboro Town Council established an ARP Coronavirus Local Fiscal Recovery Fund in which Federal assistance from the ARP was deposited in accordance with State Examiner Directive 2021-1; and

WHEREAS, any monies deposited into the Fund may only be used as permitted by Section 603(c) of the Social Security Act as added by Section 9901 of the ARP; and must be specifically appropriated and approved by the Town Council,

**BE IT, THEREFORE, ORDAINED** by the Dillsboro Town Council  
as follows:

1. The Dillsboro Town Council hereby appropriates the sum of \$92,765.00 from the ARP Coronavirus Local Fiscal Recovery Fund and further authorizes said funds to be used to pay Lakeside Equipment Corporation for materials at the Dillsboro Wastewater Treatment Plant same amount.
2. The Dillsboro Town Council finds that the funds as appropriated and authorized for payment constitute authorized expenditure of ARP Recovery Funds for the purpose of assisting in the provision of government services affected by the reduction of revenue due to the Coronavirus pandemic.

SO ORDAINED this the 12 day of December, 2022.

TOWN COUNCIL FOR TOWN OF DILLSBORO

Tom W. [Signature]  
Becky [Signature]  
Greg Baker

[Signature]  
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Attest:

[Signature]  
Clerk Treasurer

ORDINANCE 2022-12-1

**ORDINANCE APPROPRIATING**  
**ARP CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FOR**

WHEREAS, the Federal government adopted the American Rescue Plan Act of 2021 (ARP) which provides assistance to local communities as they continue to combat the COVID-19 pandemic; and

WHEREAS, the Dillsboro Town Council established an ARP Coronavirus Local Fiscal Recovery Fund in which Federal assistance from the ARP was deposited in accordance with State Examiner Directive 2021-1; and

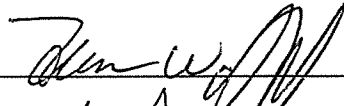

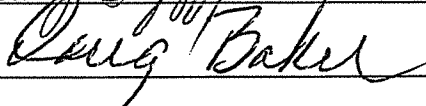
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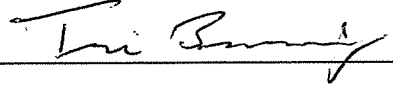
**BE IT, THEREFORE, ORDAINED** by the Dillsboro Town Council  
as follows:

1. The Dillsboro Town Council hereby appropriates the sum of \$21,461.70 from the ARP Coronavirus Local Fiscal Recovery Fund and further authorizes said funds to be used to pay Mobilcomm, Inc. for camera system at the Dillsboro Park same amount.
2. The Dillsboro Town Council finds that the funds as appropriated and authorized for payment constitute authorized expenditure of ARP Recovery Funds for the purpose of assisting in the provision of government services affected by the reduction of revenue due to the Coronavirus pandemic.


SO ORDAINED this the 12 day of December, 2022.

TOWN COUNCIL FOR TOWN OF DILLSBORO

  
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Attest:

  
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Clerk Treasurer



## Dillsboro Volunteer Fire Dept., Inc.

10100 Front Street, P.O. Box 148, Dillsboro, Indiana 47018

December 7, 2022

Dillsboro Town Council  
10300 Executive Drive  
Dillsboro, In 47018

Re: **Officers for 2023**

Dear Council:

The Dillsboro Volunteer Fire Department requests your approval of the following officers voted to serve a one year term for the calendar year 2023 for the Dillsboro Volunteer Fire Department, Inc.

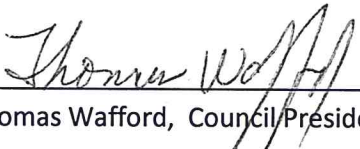
**Fire Chief:** Tim Heitmeyer  
**Asst. Chief:** Jason Sullivan  
**Captains (3):** Donnie Thompson / Kevin Turner / Chris Holland  
**Safety Officer:** Jared Teaney  
**President:** Jared Teaney  
**Vice Pres:** David Disbro  
**Secretary:** Seth McKeever  
**Treasurer:** Tanner Thompson  
**Trustee:** Robert Menkhaus (3 Year Term Expires 2025)


We also request the approval of the following officers (lieutenants) which are appointed positions by the elected officers for the year 2023.

**Lieutenants:** Mike Beach / Robert Menkhaus / Seth McKeever

The Following request was presented for approval to the Town Council of the Town of Dillsboro on the 12<sup>th</sup> day of December 2022.

Voted: Yea 4 Nea 0

  
Thomas Wafford, Council President

  
Rita Stevens, Clerk Treasurer

**AN AGREEMENT FOR MUTUAL AID AND COOPERATION BETWEEN THE TOWN OF DILLSBORO AND DEARBORN COUNTY, INDIANA TO PROVIDE SERVICES FOR THE COLLECTION, STORAGE, AND HANDLING OF EVIDENCE IN CRIMINAL CASES AND FOR TESTIMONY IN CRIMINAL PROCEEDINGS**

**THIS INTERLOCAL COOPERATION AGREEMENT** (hereinafter referred to as “the agreement”), by and between the Town of Dillsboro (hereinafter referred to as “the Town”), the County of Dearborn, Indiana (hereinafter referred to as “the County”), and the Dearborn County Sheriff’s Department (hereinafter referred to as “the Sheriff”), political subdivisions and/or governmental entities located within Dearborn County, Indiana.

**WITNESSETH:**

**WHEREAS**, said units of government are authorized, pursuant to the Interlocal Cooperation Act, the same being Indiana Code § 36-1-7, to jointly exercise powers that may be exercised by any one political subdivision or governmental entity;

**WHEREAS**, the Town, the County, and the Sheriff are desirous of establishing an agreement for mutual aid and cooperation for the purpose of providing services to the Town for the collection, storage, and handling of evidence; and for testimony regarding evidentiary matters in criminal proceedings; and

**WHEREAS**, pursuant to the pertinent provisions of Indiana Code § 36-1-7, a joint agreement for mutual aid cooperation must contain certain information as outlined below.

**IT IS NOW THEREFORE AGREED**, by and between the Town, the County, and the Sheriff, who, by appropriate Resolution, have authorized the execution of this agreement as follows:

- 1. PURPOSE:** The purpose of this agreement is to provide, and continue to provide, services for the collection, storage, and handling of evidence gathered in criminal cases; and for testimony regarding same in the appropriate criminal court by the County and the Sheriff for or on behalf of the Town, and to do so in a coordinated manner. It is further the purpose of this agreement to provide for the annual budgeting and funding for that provision of said services, and that the cost and funding for such services shall be shared between the political subdivisions and governmental entities involved as outlined herein; acknowledging that the Sheriff, through funding provided by the County, operates and maintains facilities for the collection, storage, and handling of evidence gathered in criminal cases and physically has the facility, staffing, and personnel to provide said services to the Town as outlined herein.



**2. GENERAL SCOPE AND INTENT:** The general scope and intent of this agreement is to provide for all necessary and reasonable powers needed to coordinate evidence collection, storage, handling, disposal, and testimony in the criminal courts regarding the same for the Town. For this, all powers, both ministerial and discretionary as conferred herein, shall be liberally construed, and shall be construed as intended to supplement and augment, and not to limit, any other powers or reasonable exercise of discretion which may ordinarily be exercised by governmental officers, employees, departments, and agencies.

**3. LIMITATIONS:** Nothing in this agreement is intended to supersede or to limit any statutory powers of local law enforcement to determine, respond to, and provide for the control of emergency situations.

**4. DURATION AND TERMINATION:** This agreement shall be in full force and effect from and after the Effective Date noted in Paragraph 10 (below), the adoption of the requisite Resolution by each entities' appropriate governmental body, and upon the execution of the agreement by the Town, the County, and the Sheriff. The agreement may be terminated on thirty (30) days' notice, in writing, by any party. In the event that any party exercises the option to cancel, the Town will retrieve all evidence held by the Sheriff within thirty (30) days of written notification of cancellation.

**5. DELEGATION OF POWERS:** The County, through the Sheriff, shall serve as the administrative agency for the storage and handling of criminal evidence collected by the Dillsboro Police Department. The Town delegates all authority necessary to the Sheriff and to the County for the administration of, and care for, evidence collected in criminal investigations by or for the Dillsboro Police Department.

**6. SCOPE OF SERVICES:** The County and the Sheriff agree to accept criminal evidence from the Dillsboro Police Department for secure storage and preservation. The County and the Sheriff further agree to make their best efforts to transport the same, when necessary, to the Indiana State Police Laboratory or to other designated locations for testing and analysis, as necessary, in conjunction with regular transports of County evidence. Moreover, the County, through officers designated by the Sheriff, will provide for the disposal of evidence when required, and will maintain regular and routine returns necessary in the ordinary course of business for use in Court proceedings regarding chain of custody.

**7. COST:** The Town will pay to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per year for said services, up to twenty-five (25) cases. Each case over twenty-five (25) will be billed at One Hundred Dollars (\$100.00) per case. Moreover, the Town will reimburse the County and the Sheriff for the overtime rate of officers called on to perform special duties or collections required by this agreement, outside the regular and routine duties described herein, including but not limited to

special after normal business hours collection or intake of evidence, unscheduled trips to the Indiana State Police Laboratory, courtroom testimony, and similar activities which cannot be worked into the normal and routine schedule of the officers involved, namely Crime Scene Investigations (CSI) personnel. The County will be reimbursed for such activities at the rate of 1.5 times the officer's regular rate of pay.

**8. DELEGATION TO AUDITOR:** The Dearborn County Auditor is hereby delegated with the duty to receive, disburse, and account for the payments made by the Town pursuant to Paragraph 7 (above).

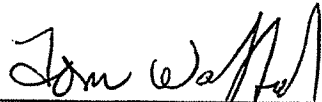
**9. JOINT BOARD:** There is hereby established a joint board charged with the administration of this agreement. Said joint board shall be comprised of the duly elected Dearborn County Sheriff, the President of the Dearborn County Board of Commissioners, the President of the Dearborn County Council, the President of the Dillsboro Town Council, and the duly appointed Dillsboro Town Marshall.

**10. EFFECTIVE DATE:** This agreement shall take effect on January 1, 2023 and shall continue through December 31, 2023. This agreement shall automatically renew annually for subsequent one (1) year terms unless and until such time any party terminates the agreement as outlined in Paragraph 4 (above).

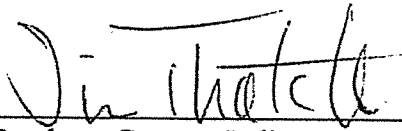
**11. REQUIRED RESOLUTIONS:** The Town hereby affirms that the Dillsboro Town Council has adopted a Resolution to authorize entry into this agreement. The County and the Sheriff hereby affirm that the Dearborn County Board of Commissioners and the Dearborn County Council have both adopted a Resolution to authorize entry into this agreement.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

SO AGREED THIS 6<sup>th</sup> DAY OF December, 2022.



Town of Dillsboro, Indiana  
President of Town Council



Dearborn County, Indiana  
President of Board of Commissioners



Dearborn County Sheriff