

TOWN OF SELLERSBURG
REGULAR TOWN COUNCIL MEETING MINUTES
316 E. UTICA STREET SELLERSBURG, INDIANA 47172

JANUARY 24, 2022

CALL TO ORDER

President Amos called the meeting to order at 6:00p.m.

ROLL CALL OF MEMBERS:

Present Absent

X		Brad Amos, President
X		Matthew Czarnecki, Vice President
	X	Michael “Scott” McVoy, 2 nd Vice President
	X	Randall Mobley, Member
X		Terry Langford, Member
X		Jacob C. Elder, Town Attorney
X		Charlie Smith, Town Manager
X		Michelle D. Miller, Clerk Treasurer

PRAYER: Jack Spicer

PROCLAMATION OF EAGLE SCOUT DAY IN HONOR OF ETHAN MARSHALL MILLER:

PLEDGE OF ALLEGIENCE: Lead by Eagle Scout Ethan Marshall Miller.

MOTION TO ADOPT THE AGENDA AS PRESENTED:

Motion/Second: CZARNECKI/LANGFORD

Vote: 3-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

Motion/Second: CZARNECKI/LANGFORD

Vote: 3-aye, 0-nay, motion approved.

UNFINISHED BUSINESS:

1. Community Crossings Matching Grant (CCMG) Project Award | Josh Hillman, Jacobi, Toombs & Lanz:

Motion to award project to Lib’s Paving in the amount of \$1,250,465.70

Motion/Second: CZARNECKI/LANGFORD

Vote: 3-aye, 0-nay, motion approved.

NEW BUSINESS

Motion to approve and adopt the Praesidium Model Prevention Policies – Written Program Elements:

Motion/Second: CZARNECKI/LANGFORD

Vote: 3-aye, 0-nay, motion approved.

RECEIPT OF STAFF REPORTS:

Charlie Smith, Town Manager

1. Red Cross Blood Drive was a success.
2. Camp Run Commons ground breaking was today.
3. Eagle Scouts are working on additional projects at Wilkerson Park.
4. Work is still being done on the audio and video for the meeting room.
5. Packer quotes are moving forward.
6. Working on water connection with Indiana American Water.
7. Working on filter media replacement at the water treatment plant.
8. Meeting has been scheduled for February 2nd at 5:30 p.m. with Silver Creek Township Trustee Bill Ramser in reference to the Adkins Court gate.

Jacob Elder, Town Attorney:

1. Advises he will be attending the annual AIM training and advises that Town Manager Smith should also attend.
 2. Presents a corrected copy of his contract for approval in the amount of \$59,000.00 including the insurance portion.
Motion/Second: CZARNECKI/LANGFORD
- Vote: 3-aye, 0-nay, motion approved.

COUNCIL COMMENTS:

Council members state they were proud to be part of the Camp Run Commons Road ground breaking today.

ADJOURNMENT:

Motion/Second: CZARNECKI/LANGFORD

Vote: 3-aye, 0-nay, motion approved.

Meeting adjourned at 6:30 p.m.

Minutes approved this 14th day of February, 2022

Brad J. Amos, Council Member

Matt Czarnecki, Council Member

Scott McVoy, Council Member

Terry Langford, Council Member

Randall Mobley, Council Member

Attest: Michelle D. Miller, Clerk Treasurer

CONTRACT FOR EMPLOYMENT OF ATTORNEY

THIS AGREEMENT made and entered into this 10th day of January, 2022, between the Town Council of Sellersburg, Indiana, (hereinafter referred to as "Client" or "Town") and Jacob C. Elder, Attorney at Law, (hereinafter referred to as "Attorney"),

WITNESSETH

(1) Town retains and employs Attorney, solo practitioner, as its legal counsel to represent it, counsel it, and provide all legal services which it deems necessary, for a one (1) year term starting on January 1, 2022, which may be extended or terminated as set forth herein.

(2) Jacob C. Elder will act as Town Attorney for the Town of Sellersburg, in order to aid the Town Council in fulfilling the responsibilities and duties under I.C. 36-5-1 et seq., and to perform duties which include, but are not limited to:

(a) Manage the legal affairs of the Town of Sellersburg and serve as the Chief Legal Counsel for the Town;

(b) Prosecute violations of Town ordinances and attend at all such hearings as required by any Court;

(c) Provide legal advice to the Town Council, Town Manager, Sewer and Water Department(s), Chief of Police and Police Department, Police Commission; Public Works Board; and Parks and Recreation;

(d) Attend all regularly scheduled meetings by the Town Council and any special special or executive session meetings the Town Council deems necessary;

(e) Draft ordinances or other legal papers for the Town and others when requested by the proper authority;

(f) Maintain custody of the records of his office and turn them over to his successor in office;

(g) Procure title searches and examination of all abstracts required in public work of any kind, including opening, widening or changing a street, alley or public place;

(h) Promptly commence all proceedings necessary or advisable for the protection of enforcement of the rights of the Town or its citizens;

(i) Use all reasonable diligence to collect costs, fees and recover expenses within the scope of his duties and at the direction of the Town;

(j) When requested, report in writing, to the proper Town officials all judgments for which the Town is liable;

(k) When requested report, in writing when required all matters which the Town considers important;

(l) To prosecute or assist in the prosecution and defense of all litigation involving the Town of Sellersburg;

(m) To defend on behalf of the Town/Sellersburg all legal action for which the Town's insurance does not provide a defense;

(n) All issues concerning the Sellersburg Department of Municipal Works, including litigation;

(o) Any other duty not herein described which is necessary to fulfill the objectives of the Town;

(3) Compensation to the Attorney shall be in the amount of Fifty-Nine Thousand Dollars (\$59,000.00) per year to be paid by the Client to Jacob C. Elder, Attorney at Law. Said sum shall be paid in twelve (12) equal monthly payments, in the amount of Four Thousand Nine Hundred Sixteen Dollars and Sixty-Six cents (\$4,916.66). This salary shall compensate the Attorney for all services rendered to the Client with the exception of those listed below.

(a) In the event there is a refinancing or sale of bonds for a public utility, and after the collection of revenue raised by the sale of bonds for a public utility, the Client will pay the Attorney a sum which shall be determined based upon the complexity and extent of legal services required, consistent with the amount of attorney fees normally paid in such instances for services rendered in relation to a bond issue and sale.

(b) The Attorney shall bill at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for litigation, including but not limited the preparation and demand letters normally sent prior to litigation, and will recover attorney's fees where appropriate.

(c) In addition to Section 3, the Client shall permit Attorney to participate in the Town's health, dental, and vision insurance, if Attorney elects to participate and Client further agrees to cover all costs associated therewith.

(4) The Attorney agrees to provide his own legal secretary and paralegal. All services performed by the Attorneys legal secretary or paralegal shall be at no additional cost to the Town. The Attorney agrees to be responsible for all postage, paper and copying done on behalf of the Town up to \$100.00.

(5) The Client may at its election, terminate this Contract upon thirty (30) days' notice. The Attorney may terminate this Contract, upon thirty (30) days' notice. In this instance the Attorney agrees to waive all unearned fees due under the herein contract.

(6) This Contract may be extended under the same terms and conditions and on a yearly basis by a simple majority vote of the Client at an open public meeting for which the public was invited.

(7) All payments shall be made to Jacob C. Elder, Attorney at Law. Said Attorney will be responsible for the payment of federal income taxes, social security taxes and state income taxes.

(8) The Attorney agrees that he will not represent an interest which is in conflict to the interest of the Client during the term of this contract, pursuant to the provisions of the Indiana Code of Professional Responsibility for Attorneys at Law.

(9) Any modifications to this Agreement shall be made in writing and executed by both parties.

[Signature page to follow]