



# MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

Monroe County Courthouse, Room 323  
100 W Kirkwood Avenue  
Bloomington, Indiana 47404  
Office: 812-349-2550

## COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, May 17, 2023, at 10:00 am

Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

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*"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, [apurdie@co.monroe.in.us](mailto:apurdie@co.monroe.in.us), as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."*

### 1. CALL TO ORDER BY COMMISSIONER GITHENS

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### 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

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### 3. PROCLAMATION

Emergency Medical Services Appreciation Week

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### 4. DEPARTMENT UPDATES

Health – Lori Kelley

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### 5. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)

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### 6. APPROVAL OF MINUTES

May 3, 2023

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6

### 7. APPROVAL OF CLAIMS DOCKET

Accounts Payable – May 17, 2023  
Payroll – May 19, 2023

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<b>8.</b>	<b>REPORTS</b> 2022 Motor Vehicle Highway (MVH)	<b>18</b>
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<b>9.</b>	<b>NEW BUSINESS</b>	
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<b>A.</b>	<b>BAKER TILLY US, LLP ENGAGEMENT LETTER FOR CONSULTING SERVICES RELATED TO ASSISTANCE WITH AMERICAN RESCUE PLAN ACT</b>	<b>19</b>
	<b>Fund Name:</b> American Rescue Plane Act	
	<b>Fund Number:</b> 8950	
	<b>Amount:</b> \$116,450	
	<b>Presenter:</b> Brianne Gregory and Jeff Cockerill	

The Auditor's Office would like to open a discussion and is requesting approval for program support related to the American Rescue Plan Act (ARPA). Currently Monroe County is handling all ARPA related tasks in-house. Due to the complicated and vast program requirements, and the number of projects Monroe County is initiating, a need for ARPA program support has been identified. After speaking with several companies offering ARPA consults, the consensus is that Baker Tilly would best meet the county's needs at this time. Baker Tilly provided an engagement letter for consideration, identifying the scope of work they are able to provide, which hits on all staff concerns at this time. The engagement would take the county through the end of 2026, when all funding must be expended. This is an eligible expense under ARPA. Approval of this engagement would require an addition to the ARPA Plan, and an additional appropriation in the ARPA fund to support the expense.

<b>B.</b>	<b>SHI CORPORATION VEEAM OFFICE 365 BACKUP LICENSING</b>	<b>24</b>
	<b>Fund Name:</b> Cumulative Capital	
	<b>Fund Number:</b> 1138	
	<b>Amount:</b> \$7,447.50	
	<b>Presenter:</b> Greg Crohn	

Microsoft does not back up customer data in the cloud based Office 365. Additionally, we are required to back up all data contained within that environment. Our current licensing for backup software does not cover cloud based applications. Therefore, we must add license type and quantities to our inventory. This request is to approve the quote provided by SHI International Corp., for seven-hundred and fifty (750) Veeam O365 backup utility licenses. Licensing period covers one (1) year, in the amount of \$7,447.50.

<b>C.</b>	<b>WALMART COMMUNITY GRANT FOR ON-SCENE SAFETY FOR FIRST RESPONDERS</b>	<b>26</b>
	<b>Fund Name:</b> Emergency Management Walmart Grant	
	<b>Fund Number:</b> 4931	
	<b>Grant Amount:</b> \$1,000	
	<b>Presenter:</b> Justin Baker	

The Monroe County Emergency Management Agency has partnered up with a local Fire Department and Police Department to help them find funding for much-needed on-scene safety equipment for their responders. Earlier this year, the Emergency Management Agency applied for a grant through the Walmart Community Grant Foundation and was recently notified that we were awarded a grant in the amount of \$1,000.00 to go towards this project. This project has the purpose of purchasing

accountability tags for first responders within Monroe County to help keep our responders safe and secure while on the scene of an incident.

**D. RESOLUTION 2023-13; HIGHWAY AND HEALTH DEPARTMENT SURPLUS PROPERTY**

**28**

**Presenter:** Richard Crider

This request is to approve the declaration of listed items for surplus for the Highway and Health Departments.

Inventory item 036: 2003 Caterpillar 420 - D. The tractor has been replaced with new and will be sold at auction.

Inventory items HB - 009 - 4,5,6,7 and 8: 5 metal shelving units. The shelves have been replaced with new and will be disposed of.

**E. SERVICE AGREEMENTS (3) WITH B-TECH FIRE AND SECURITY, ELITE ELECTRIC LLC AND MATRIX INTEGRATION FOR JAIL ENTRY AND EXIT BADGE READERS**

**32**

**Fund Name(s):** 2016 & 2018 GO Bond

**Fund Number(s):** 4807 & 4811

**Amount:** \$5,327.50

**Presenter:** Richard Crider

This request is to approve the installation of a badge reader both entering and exiting a secure portion of the jail facility via the main hall. Currently the door is operated by key only. ASI will change the lock eliminating access with the current key population. The badge readers will improve security by allowing users to be deactivated when necessary and provides activity tracking.

This project will require work from 3 contractors.

A. **B-Tech Fire and Security** (025120) will install badge readers in the amount of **\$3,637.00**

B. **Elite Electric LLC** (004170) will install an electrical receptacle in the amount of **\$600.00**

C. **Matrix Integration** (003244) will run the network cable in the amount of **\$1,090.50**

**F. SECURITY PRO 24/7 MAINTENANCE OF TRAFFIC PROPOSAL FOR JUSTICE BUILDING**

**50**

**Fund Name:** 2018 GO Bond

**Fund Number:** 4811

**Amount:** \$3,300

**Presenter:** Richard Crider

This request is to approve the quote submitted by Security Pro 24/7 to provide MOT equipment and placement for street and sidewalk closure per City of Bloomington requirements in an amount not to exceed \$3,300 based on the duration of the window sealing project at the Charlotte Zietlow Justice Center up to 14 days.

**G. CHOOSE PREMIER PAINTING LLC SERVICE AGREEMENT FOR SHOWERS BUILDING**

**58**

**Fund Name:** Cumulative Capital

**Fund Number:** 1138

**Amount:** \$2,950

**Presenter:** Richard Crider

This request is to approve the proposal submitted by Choose Premier Painting, LLC to repair drywall and paint connected suites 205 and 206A at the Showers Building. Formerly a leased space, this work is

necessary to repair and refresh painted surfaces prior to being occupied by the Monroe County Surveyor's Office.

- H. HARRELL-FISH, INC. SERVICE AGREEMENT FOR DISHWASHER DRAIN LINE REPAIR IN JUSTICE BUILDING** 62  
**Fund Name:** 2018 GO Bond  
**Fund Number:** 4811  
**Amount :** \$2,350  
**Presenter:** Richard Crider

This request is to approve the proposal from HFI to replace the dishwasher PVC drain line with a new cast iron drain. Over time the exiting water temperature of the dishwasher has caused the PVC pipe to warp and joints to fail leading to recent leaks in both the 4th floor of the jail and Courtroom 301.

- I. ORDINANCE 2023-16; AMENDMENT OF MONROE COUNTY CODE CHAPTER 440-ANIMAL MANAGEMENT** 67  
**Presenter:** Lee Baker

This ordinance approves amendment of Monroe County Code Chapter 440, the subject of which is animal management. The proposed amendment adds definitions for "Dangerous Dog" and "Potentially Dangerous," amends the definition of "Vicious." The proposed amendment removes "Potentially Dangerous, Level 1", Potentially Dangerous, Level 2" and "Potentially Dangerous, Level 3", and narrows these categories to two (2): "Potentially Dangerous" and "Dangerous". The proposed amendment simplifies and adds clarity to the elements required for status declarations, including habitual offender status, and clarifies the effect of a violation of terms (e.g., Class D Ordinance violation and review for Habitual Offender declaration). The proposed amended Chapter 440 is attached as Exhibit A.

- J. EASEMENT AGREEMENT WITH CITY OF BLOOMINGTON REGARDING THE THOMSON PROPERTY** 88  
**Presenter:** Jeff Cockerill

The Thomson Property is subject to an easement with Duke Energy for their power distribution network. The City of Bloomington is working with Duke and the County to utilize the area that is part of that easement for a multi-use trail. The terms and conditions of this transfer will also need to be approved by the County Council.

- K. ORDINANCE 2023-15: AMEND VARIOUS TRAFFICE ORDINANCES** 92  
**Presenter:** Lisa Ridge

Amend Ordinance 86-06 to **add** the following stop location: Wayport Road for Ellis Road.

Amend Ordinance 86-09 to **delete** the following 45 mph location: Monroe Dam Road (SR 37 to ½ mile east of Depot Hill Road).

Amend Ordinance 86-09 to **delete** the following 35 mph location: Monroe Dam Road (1/2 mile east of Depot Hill Road to Valley Mission Road).

Amend Ordinance 86-09 to **add** the following 35 mph location: Monroe Dam Road.



**L. AWARD E & B PAVING, LLC VARIOUS PAVING PROJECTS**

**94**

**Fund Name:** Motor Vehicle Highway (MVH)

**Fund Number:** 1176

**Amount:** \$1,789,220

**Presenter:** Lisa Ridge

Bids were advertised for the paving of various Monroe County roadways. Sealed bids were opened publicly on May 4, 2023, at 10:00 am by highway representatives. Two (2) bids were received, E&B Paving, LLC, and Milestone Contractors. The lowest, most responsive bidder was E&B Paving, LLC. The Department of would like to accept and award the project to E&B Paving, LLC. The roadways awarded in the last call of Community Crossing Matching Grant (CCMG) awards and 50% or \$894,610 will be paid from those funds.

**M. CLARK DIETZ AMENDMENT #1 FOR THAT ROAD BRIDGE #79**

**108**

**Fund Name:** Cumulative Bridge

**Fund Number:** 1135

**Amount:** \$1,985

**Presenter:** Lisa Ridge

This amendment #1 is for traffic control which includes flagging personnel necessary during the final day of drilling for Geotechnical Investigation.

**N. SIGNAL CONSTRUCTION INC. SERVICE AGREEMENT**

**113**

**Fund Name(s):** County General and Motor Vehicle Highway

**Fund Number(s):** 1000 and 1176

**Amount:** Various

**Presenter:** Lisa Ridge

This service agreement is for routine inspections and repairs for traffic signals under Monroe County's jurisdiction. This also includes Flashing Beacons and High Intensity Activated CrossWalk (HAWK) pedestrian signals for the Parks Department, which is to be on an as needed basis. Each department will be responsible for the payment of the services that are provided by Signal Construction Company.

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**10. APPOINTMENTS**

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**11. ANNOUNCEMENTS**

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**12. ADJOURNMENT**



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100 W Kirkwood Avenue  
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## COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, May 3, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>  
Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

### Members

Penny Githens, President, Present, In Person  
Julie Thomas, Vice President, Present, In Person  
Lee Jones, Not present

### Staff

Angie Purdie, Commissioners' Administrator, Present, In Person  
Jeff Cockerill, Legal Counsel, Present, In Person

1. **CALL TO ORDER BY COMMISSIONER GITHENS** 10:01 am

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS** 10:02 am

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3. **PROCLAMATIONS** 10:02 am  
**NATIONAL CORRECTIONAL OFFICERS & EMPLOYEES WEEK**  
**POLICE WEEK IN MONROE COUNTY**

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4. **DEPARTMENT UPDATES** 10:05 am  
Health – Lori Kelley  
Coroner – Joani Stalcup  
Sheriff – Chief Deputy Phil Parker

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5. **PUBLIC COMMENT-** *For items NOT on the agenda (limited to 3 minutes per speaker)* 10:20 am  
  
Jim Shelton, Court Appointed Special Advocates (CASA) – Virtual  
Marty Hawk, County Council - Virtual

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6. **APPROVAL OF MINUTES** 10:27 am  
April 26, 2023

Thomas made a motion to approve. Githens seconded.  
Githens called a voice vote.  
Motion carried 2-0.

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**7. APPROVAL OF CLAIMS DOCKET 10:27am**

Accounts Payable – May 3, 2023  
Payroll – May 5, 2023

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

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**8. REPORTS**

None

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**9. NEW BUSINESS**

**A. ELITE ELECTRIC, LLC. PROPOSAL FOR REPLACEMENT OF LIGHTING IN JAIL RECREATION AREA 10:28 am**

**Fund Name:** 2022 GO Bond

**Fund Number:** 4815

**Amount:** \$3,000

**Presenter:** Richard Crider

This request is to accept the proposal submitted by Elite Electric, LLC in the amount of \$3,000 to supply and install 6 new LED light fixtures with passive sensors inside the indoor recreational area. The current fixtures will be removed. They either do not work or become dim while energized creating safety and operation issues for multiple users.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

**B. HEALTH FAIR AND RETREAT AT BRADFORD WOODS 10:30 am**

**Fund Name:** Annual Survey

**Fund Number:** 8114

**Amount:** Not to exceed \$1,000

**Presenter:** Lori Kelley

The Monroe County Health Department is coordinating an all-department health fair and retreat for 2023. The department is requesting approval of a service agreement with the Trustees of Indiana University for use of facilities at Bradford Woods. The funding to support this event was provided by the Indiana Department of Health from a Workforce Survey that was completed. This is non-restricted funding in the amount of \$1000.00. Currently, the department is planning to facilitate multiple events throughout the day, some of which include public health emergency and disaster recovery drills, Naloxone training, CPR training, sharps disposal and needle pick up review, and more.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

**C. RICOH COPIER LEASE AGREEMENT 10:32 am**

**Fund Name:** Cumulative Capital  
**Fund Number:** 1138  
**Amount:** \$2,193.16  
**Presenter:** Greg Crohn

The promotional terms on the lease of one of our Ricoh copiers has ended. The terms for the time remaining on the lease are at a higher, month to month charge. Current rate is at \$ 243.00 per month, with 12 months remaining. Totaling \$2,916.00. The current lease does not offer the \$1 buyout which has been our customary practice. The units qualify for a QPA approved refi contract for remaining 12 months at \$ 182.68 per month. Totaling \$2,192.16 This lease allows for a \$1 buyout of the equipment at the completion of the lease. This represents a savings of \$723.84 Toner, service and labor are included. Usage plan remains the same as current terms. This request is to approve the 12-month lease agreement for one copier from Ricoh Inc.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

**D. BLEDSOE RIGGERT COOPER JAMES SERVICE AGREEMENT 10:33 am**

**Fund Name:** 2022 GO Bond  
**Fund Number:** 4815  
**Amount:** Not to exceed \$62,615  
**Presenter:** Kelli Witmer

On 04-19-23, the MCPR Board approved a service agreement with Bledsoe Riggert Cooper James (BRCJ) in the amount not to exceed \$62,615.00. The agreement is for civil engineering services related to the new Flatwoods Park restroom facility, utilities upgrade, surveying, site improvements, building demolition, and grading/drainage improvements. Service Agreement expires 12-31-24.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

**E. GRABER POST BUILDINGS, INC. SERVICE AGREEMENT 10:35 am**

**Fund Name(s):** County General and Non-reverting  
**Fund Number(s):** 1000, 1178, and 1179  
**Amount:** Not to exceed \$36,684.04  
**Presenter:** Kelli Witmer

On 04-19-23, the MCPR Board approved a service agreement with Graber Post Buildings, Inc. in the amount not to exceed \$36,684.04.  
Location: Karst Farm Park Maintenance Building (Circa 1998) -

Project: Replace 2/3 of metal roof, snow guard, & gutters

Problems: Water leaking inside building and gutters falling off

Project: Replace commercial garage door, chain hoist & automatic opener

Problem: The door no longer works safely. When not working properly, must use a skid steer w/fork to lift and keep open the big/tall/heavy door. FYI: The park staff uses this garage door bay to service all park equipment on a professional lift. Service agreement expires on October 1, 2023.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens called a voice vote.

Motion carried 2-0.

**F. 2023 MCKINNEY CLIMATE FELLOW PROGRAM COLLABORATION AGREEMENT 10:37 am**

**Fund Name:** Energy Conservation Non-Reverting

**Fund Number:** 4919

**Amount:** Not to exceed \$10,000

**Presenter:** Peter Iversen, Nolan Hendon, Therese Dorau, and Haider Attiq

This is a request to approve a Collaboration Agreement between the Trustees of Indiana University on behalf of the Environmental Resilience Institute and Monroe County. The Agreement provides that Monroe County government will be the placement for an IU McKinney Fellow who will work within county government and the community to help identify and address sustainability challenges. The Fellow will begin work at the end of May and continue throughout the summer with the option to extend into the Fall if all parties agree. The County will be making a contribution to the Environmental Resilience Institute pursuant to this agreement in the amount of \$6,000. Additional funding is being requested for supplies, if necessary. The approval of this Agreement is contingent on the County Council approving appropriations for this project.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens called a voice vote.

Motion carried 2-0.

**G. BUCKET O' SUDS SERVICE AGREEMENT 10:45 am**

**Fund Name:** LIT Special Purpose

**Fund Number:** 1114

**Amount:** \$975/quarterly

**Presenter:** Vanessa Schmidt

YSB has a need for quarterly deep cleanings in order to maintain our DCS licensure. We currently have ongoing weekly cleanings done by Century Services/ASI, but they are limited in their scope. DCS is now requiring more in-depth cleaning services than our staff or Century Services can provide.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens called a voice vote.

Motion carried 2-0.

- H. MONROE COUNTY CHILDHOOD CONDITIONS SUMMIT (MC3) AGREEMENT WITH MONROE COUNTY CONVENTION CENTER** 10:47 am  
**Fund Name:** LIT Special Purpose  
**Fund Number:** 1114  
**Amount:** \$1,800  
**Presenter:** Vanessa Schmidt

Youth Services Bureau is looking to hold the Monroe County Childhood Conditions Summit (MC3) at the Monroe County Convention Center on November 1, 2023. This was previously the practice up until COVID when things went virtual. We are planning to stream some parts of the event so that there will be a virtual option for those who prefer it. The idea behind the summit is to bring community members together to discuss, explore, and generate ideas for action around the theme of child & adolescent health.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

- I. ORDINANCE 2023-12; AMEND MONROE COUNTY CODE CHAPTER 460 - TRAFFIC COMMISSION** 10:49 am  
**Presenter:** Lee Baker

This ordinance approves amendment to Chapter 460 of the Monroe County Code. Chapter 460 establishes the Monroe County Traffic Commission, its membership and duties, and a special event permit requirement. The proposed amendments to Chapter 460 (Exhibit A) include an annual requirement for the election of a chair and vice-chair at the initial meeting of the Traffic Commission, and, for clarity, removal of enumerated Traffic Commission duties for a general statement of responsibilities subject to Indiana Code articles 9-20 and 9-21. The proposed amendments to Chapter 460 also include a permit requirement for temporary special events requiring use of a County right-of-way and proposed permit application (Exhibit B).

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

- J. ORDINANCE 2023-13; AMEND MONROE COUNTY CODE CHAPTER 520 - HUMAN RIGHTS** 10:54 am  
**Presenter:** Jeff Cockerill

This Ordinance amends Chapter 520 regarding Human Rights to mirror that of the City of Bloomington. The County and City has always had virtually identical sections. The major change is combining the Human Rights Commissions of the two entities which leads to greater consistency and opportunity for outreach.

Thomas made a motion to approve. Githens seconded.  
Public comment:  
Chris Emge, Bloomington Chamber of Commerce  
Githens called a voice vote.  
Motion carried 2-0.

**K. ORDINANCE 2023-14; APPROVING INTERLOCAL COOPERATION WITH CITY OF BLOOMINGTON REGARDING HUMAN RIGHTS** 11:06 am  
**Presenter:** Jeff Cockerill

This Ordinance along with Ordinance 2023-13 provides for a unified Human Rights Commission. The major change is combining the Human Rights Commissions of the two entities which leads to greater consistency and opportunity for outreach.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

**L. RATIFY INDIANA YOUTH SERVICES ASSOCIATION ADDENDUM TO 2023-2024 SAFE PLACE CONTRACT – BROWN COUNTY** 11:08 am  
**Presenter:** Vanessa Schmidt

This agreement provides for the permanent responsibility of Monroe County Youth Services Bureau of the Brown County Safe place implementation program. This agreement provides for an additional \$500 in funding to YSB for the Safe Place program. There are no outside costs related to this project.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

**M. BUTLER, FAIRMAN & SEUFERT, INC. CONSTRUCTION INSPECTION SERVICES AGREEMENT** 11:10 am  
**Fund Name:** 2021 GO Bond  
**Fund Number:** 4814  
**Amount:** \$247,000  
**Presenter:** Lisa Ridge

RFP's were advertised for the Construction Inspection Services for the Karst Trail Greenway Connector Trail project. All firms were scored, and the review packet was sent to INDOT for review and approval. Butler, Fairman & Seufert, Inc. was the highest-ranking firm and selected as the firm for the construction inspection services.

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

**N. INDOT COMMUNITY CROSSING MATCHING GRANT PAVING PROJECT AGREEMENT** 11:13 am  
**Fund Name:** Community Crossing Matching Grant  
**Fund Number:** 9106  
**Amount:** \$1,000,000  
**Presenter:** Lisa Ridge

Monroe County was awarded the projects that were submitted in the January call of the Community Crossings Matching Grant program. The projects are paving projects throughout the county. The following roads were included in the submitted list:

Smithville Rd, Gardner Rd, Tunnel Rd, Rhorer Rd, Wampler Rd, Delap Rd, and Kerr Crk Rd. This is approximately 17.2 miles. Bids will be opened on May 4, 2023, for the projects.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens called a voice vote.

Motion carried 2-0.

- O. IXOYE TRAIL & GREENWAYS ENGINEERING, INC. BICENTENNIAL PATHWAYS SUPPLEMENTAL #9** 11:14 am  
**Fund Name:** Cumulative Capital  
**Fund Number:** 1138  
**Amount:** \$10,000  
**Presenter:** Lisa Ridge

This supplemental is to make changes in the existing costs. The needed adjustments that are within the Geotechnical Services, Final Utility Coordination, and the preparation of rebidding the project. The increased expenses have been added to the existing purchase order with INDOT and will be 80% reimbursed or \$8,000.

Thomas made a motion to approve. Githens seconded.

No public comment.

Githens called a voice vote.

Motion carried 2-0.

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- 10. APPOINTMENTS** 11:16 am  
None
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- 11. ANNOUNCEMENTS** 11:16 am

The National Association of Letter Carriers is hosting its 31<sup>st</sup> annual “Stamp Out Hunger” food drive. This is the largest one-day food drive in the country. To donate, you can leave non-perishable food items at your mailbox on **Saturday, May 13, 2023**. Your contributions will help Hoosier Hills Food Bank supply food to those in our community who face food insecurity feeding their families.

The Law Enforcement Peace Officer Memorial will take place on the Courthouse Lawn on Monday, May 15, 2023, at 11 a.m. Public is invited to attend.

The Wednesday, May 10<sup>th</sup> Commissioners meeting has been cancelled. The next scheduled meeting will be Wednesday, May 17<sup>th</sup> at 10 a.m.

Assistance from **FEMA** is available for Monroe County residents affected by the recent tornadoes. To apply, visit [www.disasterassistance.gov](http://www.disasterassistance.gov) or call **800.621.3362** for more information. Application submission deadline is June 14, 2023.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7<sup>th</sup> Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

Accepting applications for all boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information or to fill out application.



The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at [www.co.monroe.in.us](http://www.co.monroe.in.us) for dates and times.

Monroe County Commissioners' Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

**Thursday, May 11, 10am – 3pm**

**Friday, May 12, 1pm – 6pm**

**Wednesday, June 14, 1pm – 6pm**

**Friday, June 16, 10am – 3pm**

**Thursday, July 13, 1pm – 6pm**

**Friday, July 14, 10am – 3pm**

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit [www.co.monroe.in.us](http://www.co.monroe.in.us).

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	<a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a>
Benton - Michelle Bright	812.339.6593	<a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>
Bloomington – *Efrat Rosser	812.336.4976	<a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>
Clear Creek - Thelma Jefferies	812.824.7225	<a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>
Indian Creek - Chris Reynolds	812.824.4981	<a href="mailto:indiancreektownship@gmail.com">indiancreektownship@gmail.com</a>
Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk –*Scott Smith	812.837.9446	<a href="mailto:polktownshiptrustee@gmail.com">polktownshiptrustee@gmail.com</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - *Joan Hall	812.837.9140	<a href="mailto:jcareyhall@gmail.com">jcareyhall@gmail.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:rbarrow@vanburentownship.org">rbarrow@vanburentownship.org</a>
Washington – *Mary VanDeventer	812.325.1708	<a href="mailto:mvandeventertrustee@gmail.com">mvandeventertrustee@gmail.com</a>

---

**12. ADJOURNMENT 11:20 am**

The summary minutes of the May 3, 2023, Board of Commissioners' meeting were approved on May 17, 2023.

**MONROE COUNTY COMMISSIONERS**

***"Aye"***

***"Nay"***

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Lee Jones, Member

\_\_\_\_\_  
Lee Jones, Member

**ATTEST:**

\_\_\_\_\_  
Catherine Smith, Auditor  
Monroe County, Indiana

\_\_\_\_\_  
Date



**MONROE COUNTY BOARD OF COMMISSIONERS'**  
**WORK SESSION SUMMARY**  
**May 3, 2023**  
**Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

1. **Human Resources** – Elizabeth Sensenstein  
Personnel Policy Update: Flex Time

Bring back to the formal meeting on May 17, 2023.

2. **Legal** – Jeff Cockerill  
L & D Mail Masters agreement, mailing for the RDC's May meeting  
Fund Name: 46 Corridor Econ Dev/Blgtn Twp  
Fund Number: 4921  
Amount: Not to exceed \$1,000

Thomas made a motion to approve. Githens seconded.  
No public comment.  
Githens called a voice vote.  
Motion carried 2-0.

3. **Building** – Bobby LaRue, David Schilling  
Adjusting Fee Schedule

Bring back to the formal meeting on May 17, 2023.



***PROCLAMATION***

***IN RECOGNITION OF***

***NATIONAL CORRECTIONAL OFFICERS &  
EMPLOYEES WEEK***

- WHEREAS:** Correctional employees protect public safety by supervising and rehabilitating those convicted of crimes in state and local correctional facilities, fulfilling the demands of the dangerous and often thankless job, night and day, every day of the year; and
- WHEREAS:** Correctional staff are professionals functioning in a myriad of valuable roles, including custody, offender medical and mental health care, education, the treatment of substance use disorders, religious services, transitional services, and a variety of other occupations; and
- WHEREAS:** The highest degree of professionalism is developed and advanced through continual skills improvement and specialized training throughout the year; and
- WHEREAS:** This vital work is performed by correctional staff who dedicate themselves to serve the citizens of this great state; and
- WHEREAS:** Indiana correctional employees have worked toward the development of one of the best correctional systems in the nation.

**NOW THEREFORE, BE IT RESOLVED,** that the Monroe County Board of Commissioners, do hereby recognize the week of May 7– 13, 2023 as

***NATIONAL CORRECTIONAL OFFICERS &  
EMPLOYEES WEEK***

***IN MONROE COUNTY***

**PROCLAIMED THIS THIRD DAY OF MAY, TWO THOUSAND AND TWENTY-THREE**

**THE MONROE COUNTY BOARD OF COMMISSIONERS**

**PENNY GITHENS**

**JULIE L. THOMAS**

**LEE JONES**



# PROCLAMATION

## IN RECOGNITION OF

# POLICE WEEK IN MONROE COUNTY

**WHEREAS:** There are over 900,000 law enforcement officers serving in communities across the United States, including the 46 dedicated members of the Monroe County Sheriff's Office and 12 volunteers in the Sheriff's Reserve; and

**WHEREAS:** Since the first recorded death in 1786, over 21,900 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

**WHEREAS:** We honor the service and sacrifice of those law enforcement officers who put themselves in harm's way on a daily basis to protect our communities and safeguard our democracy; and

**WHEREAS:** The names of these 21,541 dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

**WHEREAS:** There were 449 officers killed in the line of duty in 2020, 679 officers killed in the 2021, and 245 in 2022; and

**WHEREAS:** May 15 was proclaimed as Peace Officers Memorial Day in 1962 by President Kennedy, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

**NOW THEREFORE BE IT RESOLVED,** the Monroe County Board of Commissioners does hereby recognize May 14 through May 20, 2023, as

## POLICE WEEK IN MONROE COUNTY

and publicly salutes the service of law enforcement officers in our community.

**PROCLAIMED THIS THIRD DAY OF MAY, TWO THOUSAND TWENTY-THREE.**

**THE MONROE COUNTY BOARD OF COMMISSIONERS**

**PENNY GITHENS**

**JULIE L. THOMAS**

**LEE JONES**

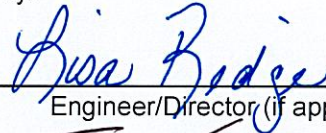
**ANNUAL OPERATIONAL REPORT  
FOR LOCAL ROADS AND STREETS AND BRIDGES  
SECTION 6 - CERTIFICATION**

Part of State Form 54400 (8-10)

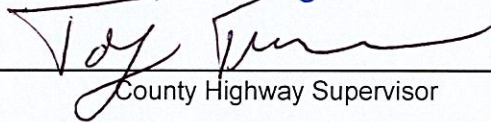
<b>FOR COUNTIES</b>
---------------------

Submitted by:

DATE: May 10 20 23

  
\_\_\_\_\_  
Engineer/Director (if applicable)

DATE: May 10 20 23

  
\_\_\_\_\_  
County Highway Supervisor

Approved:

DATE: May 17 20 23

\_\_\_\_\_  
\_\_\_\_\_  
Board of County Commissioners

<b>FOR CITIES AND TOWNS</b>
-----------------------------

Submitted by:

DATE: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
City Engineer (if applicable)

DATE: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Street Commissioner or Supervisor

Approved:

DATE: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Mayor or President of Town Council



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/17/23

Formal ☒

Work session ☐

Department Auditor

Title to appear on Agenda: Approval of Baker Tilly US, LLP  
Engagement Letter for Consulting Services  
Related to Assistance with the American  
Rescue Plan Act

Vendor # 005942

### Executive Summary:

The Auditor's Office would like to open a discussion and is requesting approval for program support related to the American Rescue Plan Act (ARPA). Currently Monroe County is handling all ARPA related tasks in-house. Due to the complicated and vast program requirements, and the number of projects Monroe County is initiating, a need for ARPA program support has been identified.

After speaking with several companies offering ARPA consults, the consensus is that Baker Tilly would best meet the county's needs at this time. Baker Tilly provided an engagement letter for consideration, identifying the scope of work they are able to provide, which hits on all staff concerns at this time. The engagement would take the county through the end of 2026, when all funding must be expended. This is an eligible expense under ARPA.

Approval of this engagement would require an addition to the ARPA Plan, and an additional appropriation in the ARPA fund to support the expense.

Fund Name(s):

American Rescue Plan Act

Fund Number(s):

8950

Amount(s)

estimated @  
\$116,450.00

Presenter: Brianne Gregory/Jeff Cockerill

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed: Cockerill, Jeff



**RE: Proposed Consulting Services Related to the American Rescue Plan (“ARP”)**

**DATE: May 3, 2023**

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between Monroe County, Indiana (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly US, LLP (“Baker Tilly” or the “Firm”).

## **SCOPE OF WORK**

Baker Tilly will perform the following services:

### **A. Fiscal Recovery Fund of the American Rescue Plan (“FRF”) Program Support**

1. Assist Client in preparation to receive and effectively deploy the allocated FRF.
2. Develop clear understanding of eligible uses and limitations of the FRF.
3. Assist Client to systematically assemble community priorities including computation of lost revenues.
4. Assist Client with cash flow management plan.
5. Assist Client to develop and communicate a strategy to match community priorities to available funding.
6. Assist Client to prepare budgets and appropriations of FRF.
7. Assist Client to develop a plan for transparency and stakeholder inclusion.
8. Support Client with accounting and reporting compliance matters.
9. Attend meetings with Client and stakeholders (as needed).

### **B. Other Elements of American Rescue Plan and Other Potential State and/or Federal Funding**

1. Assist Client to evaluate and pursue additional and/or competitive funding included in the ARP.
2. Assist Client to coordinate additional and/or competitive funding with FRF to achieve strategic objectives.
3. Assist Client to establish procedures, mechanisms, and administration for fund distribution to business and/or individuals.
4. Assist Client to develop programs for pass through funding opportunities.
5. Monitor and communicate updates on potential funding from the State and Federal agencies.
6. Update reports, strategies and communication as circumstances dictate.
7. Consult with Client regarding process for Single Audit (if necessary).



**SCOPE APPENDIX to  
Engagement Letter dated: June 8, 2021  
Between Monroe County, Indiana and  
Baker Tilly US, LLP**

Compensation and Invoicing

Services will be billed at our standard hourly rates which vary depending upon level of professional staff utilized on the engagement. In addition, out of pocket expenses and administrative charges will also be billed to the Client. Our fees for the ARPA assistance consulting services are expected to be as follows:

**Services anticipated to commence in Spring 2023 and conclude at the end of the ARPA program (est. as late as December 31, 2026)**

Assistance Area	Estimated Hours	Budget
General accounting <ul style="list-style-type: none"> <li>Accounting basis</li> <li>SEFA preparation</li> <li>Establish procedures and internal controls</li> </ul>	30	\$7,950
Compliance areas <ul style="list-style-type: none"> <li>Activities allowed / cost principles including timekeeping, fringes, indirects</li> <li>Cash management / draws</li> <li>Eligibility / direct recipients</li> <li>Equipment / asset management</li> <li>Period of performance</li> <li>Procurement</li> <li>Reporting</li> <li>Establish procedures, policies, and internal controls</li> <li>Sub-recipient monitoring</li> </ul>	250	\$71,250
Audit support	50	\$14,250
Meetings / status updates	50	\$15,000
Admin / deliverables / contingency	40	\$8,000
<b>Totals</b>	<b>420</b>	<b>\$116,450</b>

Our estimated fees represent approximately .04% of the overall ARPA allocation for the Client.

**SCOPE APPENDIX to  
Engagement Letter dated: June 8, 2021  
Between Monroe County, Indiana and  
Baker Tilly US, LLP**

Standard Hourly Rates by Job Classification  
1/1/2023

Partners / Principals / Directors	\$295.00	to	\$525.00
Managers	\$235.00	to	\$340.00
Consultants / Analysts	\$160.00	to	\$235.00
Support / Paraprofessional	\$115.00	to	\$175.00
Interns	\$110.00	to	\$145.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by Baker Tilly with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done under the Scope Appendix. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Daniel A. Hedden, Partner

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

Microsoft does not back up customer data in the cloud based Office 365. Additionally, we are required to back up all data contained within that environment. Our current licensing for back up software does not cover cloud based applications. Therefore we must add license type and quantities to our inventory.

This request is to approve the quote provided by SHI International Corp., for seven-hundred and fifty (750) Veeam O365 back up utility licenses. Licensing period covers one (1) year, in the amount of \$7,447.50

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



Pricing Proposal  
Quotation #: 23026517  
Created On: Jan-30-2023  
Valid Until: Apr-28-2023

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## IN-County of Monroe

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### Greg Crohn

Phone: (812) 349-2522

Fax:

Email: [gcrohn@co.monroe.in.us](mailto:gcrohn@co.monroe.in.us)

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## Inside Account Manager

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### Precilla Lin

290 Davidson Ave

Somerset NJ 08873

Phone: 888-591-3400

Fax:

Email: [IndianaGov@shi.com](mailto:IndianaGov@shi.com)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 1Y Subs(24/7)Sup Pub MS365 Promo(15 qty) Lenovo - Part#: 7SZZ104727 Contract Name: Open Market Contract #: Open Market	750	\$9.93	\$7,447.50
			Subtotal \$7,447.50
			Shipping \$0.00
			Total \$7,447.50

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### Additional Comments

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Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).*



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

The Monroe County Emergency Management Agency has partnered up with a local Fire Department and Police Department to help them find funding for much-needed on-scene safety equipment for their responders. Earlier this year, the Emergency Management Agency applied for a grant through the Walmart Community Grant Foundation and was recently notified that we were awarded a grant in the amount of \$1,000.00 to go towards this project. This project has the purpose of purchasing accountability tags for first responders within Monroe County to help keep our responders safe and secure while on the scene of an incident.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

MONROE COUNTY EMERGENCY MANAGEMENT  
5850 W FOSTER CURRY DRIVE  
BLOOMINGTON IN 47403



CHECK NUMBER: 0024266

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Walmart

Walmart 

WELLS FARGO BANK, N.A. 66-156  
CHARLOTTE, NC 28288-0013 531

NON-NEGOTIABLE AFTER 180 DAYS  
0024266

ONE THOUSAND DOLLARS AND NO CENTS

TO THE MONROE COUNTY EMERGENCY MANAGEMENT  
ORDER 5850 W FOSTER CURRY DRIVE  
OF BLOOMINGTON IN 47403

WALMART, INC.

James Isaac Cosby



urer

C00070000048988001499002138AP\_US\_2\_202304180305421to8





## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

05/17/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

Resolution 2023-13; Declaration of items for surplus

Vendor #

### Executive Summary:

This request is to approve the declaration of listed items for surplus for the Highway and Health Departments.

Inventory item 036: 2003 Caterpillar 420 - D. The tractor has been replaced with new and will be sold at auction.

Inventory items HB - 009 - 4,5,6,7 and 8: 5 metal shelving units. The shelves have been replaced with new and will be disposed of.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Richard Crider

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



## Exhibit A



2003 Caterpillar 420 – D #36



Shelving Units

**Fixed Capital Asset and Inventory Retirement Form**  
This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

**STEP 1**

**Elected Official/Department Head:** Lori Kelley

**Date:** 4/3/2023

**Select one:** ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:** Choose an item.

(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location: Click here to enter text.

**Department:** Public Health Preparedness

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck)  
5 grey shelving units

**Were Federal Funds used to purchase?** ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

**Elected Official or Department Head Signature:** 

**STEP 2**

**Maintenance/Technical Services Department:** Click here to enter text.


**Date:** 5-12-23

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

**Asset/Inventory Item value:** Click here to enter text.

**Does the value of the item exceed the cost to auction the item:** ☒ YES ☐ NO

**Vehicle or equipment remains on active inventory or asset list until completion of Step 4, final approval and declaration from the BOC at a Public Meeting.**

• **Fleet Maintenance signature:** 

OR

• **Building Maintenance signature:** \_\_\_\_\_

OR

• **Technical Services signature:** \_\_\_\_\_

☐ **PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.**

**STEP 3**

**Auditor (Capital Asset Only):** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:** Click here to enter text. **Depreciated Value:** Click here to enter text.

**STEP 4**

**Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

## Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

### STEP 1

**Elected Official/Department Head:** Lisa Ridge

**Date:** May 1, 2023

Select one: ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:** Choose an item.

(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** Highway

**Asset/Inventory Item and Description:** 2003 Caterpillar 420-D#36

**Were Federal Funds used to purchase?** ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

**Asset/Inventory Item value:** 10,000.00

**Elected Official or Department Head Signature:**

*Lisa Ridge*

### STEP 2

ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.

**Maintenance/Technical Services Department**

**Date:** 5-12-23

Does the value of the item exceed the cost to auction the item: ☐ YES ☒ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

• **Fleet Maintenance signature:** *Richard Cichos*

OR

• **Building Maintenance signature:** Click here to enter signature.

OR

• **Technical Services signature:** Click here to enter signature.

☐ PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.

### STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Original Reported Value:** Click here to enter value. **Depreciated Value:** Click here to enter value.

### STEP 4

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

This request is to approve the installation of a badge reader both entering and exiting a secure portion of the jail facility via the main hall. Currently the door is operated by key only. ASI will change the lock eliminating access with the current key population. The badge readers will improve security by allowing users to be deactivated when necessary and provides activity tracking.

This project will require work from 3 contractors.

A. B-Tech Fire and Security (025120) will install badge readers in the amount of \$3,637.00

B. Elite Electric LLC (004170) will install an electrical receptacle in the amount of \$600.00

C. Matrix Integration (003244) will run the network cable in the amount of \$1,090.50

Total project cost = \$5,327.50

### Fund Name(s):

### Fund Number(s):

### Amount(s)

Presenter:

### Speaker(s) for Zoom purposes:

#### Name(s)

#### Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



Monroe County Government  
100 W Kirkwood Ave  
Room 209  
Bloomington IN 47404-5143

Monroe County Sheriffs Dep -  
Employee Loc

23118050123

812-332-1995 • [www.btechllc.com](http://www.btechllc.com)

## **TERMS AND CONDITIONS**

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-Tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



## B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

[support@btechllc.com](mailto:support@btechllc.com)

# Proposal

Service Information		
Monroe County Sheriffs Department 301 N College Ave		
Bloomington IN 47404-3843		
Phone:	(812) 803-6331	Fax:
Alt Contact:		Alt Phone:
E-Mail:	gcrohn@co.monroe.in.us	

Job Name
Monroe County Sheriffs Dep -Employee Loc

Billing Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Sales Rep	Terms
	Net 25

Proposal #
23118050123

### Scope of Work:

Install access control on: Employee lockers door read in/out

Install card readers

Install door strike

Customer to provide all wiring for access doors to be ran from controller to door.

Fobs not included cost \$6.75 each

Monthly WebService Reader fees:

- \$14 per month for readers 1-2

- \$11 per month for readers 3-12

- \$4 per month for readers 13+

B-Tech will need (1) open port on the customer network switch for each controller

Customer to install a 120v outlet in closet next to door.

All 120v Power & network ports, port forwarding will be provided by the customer

B-Tech is not responsible for the repair of any drywall.

B-Tech is a Brivo Blue Partner with Certified Technicians

Access Anywhere

Whether you have one door or thousands of doors across the globe, our "Access Anywhere" approach lets you grant access, print badges, open doors, set schedules and see who's in your building through a single web-based administrative interface. And rest assured this simple user interface is built on the industry's most secure access control infrastructure.

Simple to Use ease of administration is essential to managing your security system effectively. That's why all Brivo products are delivered through a web-based administrative interface - easily accessed using a web browser, with no additional software required. Plus, our clean user interface is so easy to use, even new administrators can immediately navigate and find tools - without a training manual

ACS WebService® leverages the power and versatility of the Web to bring you a powerful, scalable, and secure access control solution.

ACS WebService® is a Web-hosted access control solution that provides reliable, real-time access control of your facilities. A Software-as-a-Service (SaaS) solution, it eliminates the need for dedicated servers, software installation, system administration, and IT hassles. The system is easily administered via a standard Web browser.

System Summary

Unmatched scalability and versatility allow ACS WebService to provide robust access control to both new building installations and upgrades from older technologies. System highlights include: Unlimited number of sites, doors, and users

Item
Brivo On-Air IP Door Controller with Wifi and BLE for up to 2 readers

1



Single Gang Reader	2
Fire rated all in one electric strike	1
Misc Parts	1
Labor	1

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## Summary of Costs



Job Subtotal:	\$3,637.00
Tax	\$0.00
<b>Total Due:</b>	<b>\$3,637.00</b>

## Payment Terms

Net 25

## Acceptance

Customer Acceptance

5/1/2023

Date

B-Tech Representative

5/1/2023

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.



## **ADDENDUM TO B-Tech Fire and Security AGREEMENT**

1. **Worker's Compensation.** B-Tech Fire and Security ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

B-Tech Fire and Security  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

\_\_\_\_\_  
ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_  
Catherine Smith, Auditor

## Elite Electric, LLC



2518 Patricksburg Rd  
Spencer, IN 47460  
(812) 825-2805

### Estimate

ESTIMATE SUBMITTED TO Dave Gardner		TODAY'S DATE 05/10/2023	DATE ON BLUEPRINT
PHONE NUMBER	EMAIL	JOB NAME Entry Access controls	
ADDRESS, CITY, STATE, ZIP 301 N College Ave		JOB LOCATTION Monroe County Jail	

Scope of Work

***Estimates are for budget purposes only.***

- Install 120 V outlet for new door access.

Total: \$600.00

## ADDENDUM TO Elite Electric, LLC AGREEMENT

1. **Worker's Compensation.** Elite Electric, LLC ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Elite Electric, LLC  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

\_\_\_\_\_  
ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_  
Catherine Smith, Auditor

TO Greg Crohn Monroe County Government 100 West Kirkwood Avenue Bloomington, IN 47404	Price: \$ 1,090.50  <u>Payment Terms:</u>  Materials invoiced as received by Client and/or by Matrix. Labor invoiced upon completion.	DATE: 5/10/2023 O: (812) 349-2139 Direct: (812) 349-2835 Presented by: Mariah Obermeier
Cabling for Sheriff's Breathalyzer Card Reader	Purchase Order #: _____ Authorized Signature: _____ Title: _____	
PROPOSAL: 78816	Date: _____	
Comments: We will leave the cable above door between jail and breathalyzer room for B-Tech.	Any changes to this quotation must be supported in writing by having an authorized representative of your firm sign our Change Order detailing the deviations. Please sign and return a copy, via email or in person acknowledging your acceptance of this proposed installation.	

**Project Background and Description:**

Matrix Integration, LLC proposes to run cable for the Breathalyzer Card Reader in the Sheriff's Department for Monroe County Government to ensure reliable wired connectivity. The project will include material procurement and installation.

**Scope of Work:**

Matrix Responsibilities:

- Install one CAT6 cable to IDF.
- Terminate on patch panel.
- Dress and prep cable for B-Tech.

Client Responsibilities:

- Access to all areas required for cable run on the day of installation.

**Deliverables:**

- 200 ft. x CAT6 Cable

**General Statements:**

- Work to be performed during regular business hours. Labor Costs are based upon a normal 8x5 weekday implementation and do not include any overtime, weekend, or holiday labor.
- Matrix cannot be responsible for purchasing, installing, or configuring any new equipment not explicitly listed as being provided by Matrix.
- Any services not expressly detailed in the Statement of Work/Deliverables section shall be performed on Moves-Adds-Changes (MAC) basis and shall be billed at Matrix Integrations prevailing rates for services requested. On site Matrix Integrations field engineers are not authorized to accept MAC requests. All MAC requests must be performed in writing or via email to the Project Manager that is assigned to your project upon customer acceptance of terms.



- Matrix Integration cannot be responsible for delays or circumstances caused by Acts of God, Equipment or Software availability/compatibility, or third parties not under the complete fiscal control of Matrix Integration.

**Matrix assumptions of Client responsibility:**

- Client to provide timely access to internal experts for critical information.
- It is the responsibility of the client to make any necessary modifications to existing systems not explicitly mentioned in this engagement proposal.
- Timely completion of your project is very important to us. Upon assignment of a Project Manager, we may request information as required to complete the stated goals of this engagement. Additionally, completion of this project may from time to time require timely access to key members of your team. Matrix will make every effort to minimize disruptions to your normal workflow in these instances.
- Client to provide adequate workspace and environment for implementation, including access to working environment. Equipment closet environment must conform to State and Local codes, including but not limited to appropriate core Earth Ground.
- Unless otherwise identified within this proposal, the Client will be responsible for the disposal of all packaging materials and abatement of any relevant equipment.
- Matrix assumes that the customer will coordinate with third parties to provide ancillary services and that the customer will address related problems directly with the third parties.
- Client will adhere to Matrix Integration, LLC Terms & Conditions. See Attached Terms & Conditions.

**Investment Summary:** Please, see first page for authorized signature.

Product & Material	\$ 100.50
Professional Services	\$ 990.00
<b><u>Total Project Investment</u></b>	<b>\$ 1,090.50</b>

**Materials invoiced as received by Client and/or by Matrix. Labor invoiced upon completion.**

**If completion of project extends beyond month end, progress billing will be required.**

**All client accepted quotes are subject to credit approval prior to order processing.**

**All client accepted proposals are subject to credit approval prior to processing the project.**

**This proposal does not include all applicable taxes, credit card fees, or freight.**

**Hardware prices are subject to change based on manufacturer pricing and availability unless stated otherwise.**

**Matrix Integration reserves the right to adjust the professional services labor price if this proposal is not accepted within 30 days.**

**Matrix Integration reserves the right to cancel orders arising from errors, inaccuracies, or omissions.**

**Materials will be invoiced as received by the Client and/or Matrix Integration. Labor will be progress billed if the project extends beyond 30 days.**

Upon acceptance of this proposal, the schedule of payments as noted shall be observed. Please provide payment for the amount "due upon signature" above on the endorsement date. The start date of this project may be delayed without receipt of this initial payment. If not accepted within thirty (30) days, Matrix Integration reserves the right to withdraw this proposal. A written check received by Matrix Integration constitutes the client's acceptance of the terms specified in this document.

## TERMS & CONDITIONS

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### **GENERAL TERMS:**

**Matrix Integration LLC** (in future reference will be referred to as "**Matrix**".) This agreement provides the services of "Matrix" employees in support of the client's data and voice systems. "Matrix" will make every reasonable effort to advise the client about required procedures and probable outcomes, in accordance with the most prudent and professional practices. However, this agreement *does not* provide or guarantee any specific outcomes of services provided.

### **CLIENT RESPONSIBILITY FOR DATA:**

Many procedures performed in servicing and supporting data and voice equipment involve the magnetic or optical reading and writing of client data files. In the course of normal service, these files are always at some degree of risk. Ultimate responsibility for client data files rests with the client, and the client accepts any consequences for failure to adequately back up data. The client agrees that "Matrix" employees or agents are to be held blameless in the event of the loss of data.

### **LIMITATIONS OF LIABILITY:**

In providing these services, "Matrix" shall not be liable for incidental or consequential damages of any kind. The warranty of good workmanship shall be the only warranty expressed or implied by this agreement. "MATRIX" shall not be liable for delays or failures in performance with respect to this agreement due to: causes beyond its control; Acts of God, epidemics, war, riots, strikes, delays in transportation or part shortages; or inability for causes beyond its control to obtain necessary labor, materials, or manufacturing facilities.

"Matrix" or "Matrix" service agent's liability on any claim, whether based on contract, warrant, tort (including negligence) or otherwise, arising out of, or connected with this agreement, shall in no event exceed the amount of the service billings associated with it. In no event shall "Matrix" or "Matrix" service agents be liable for consequential, incidental, special, or exemplary damages including, but not limited to, loss of substitute facilities, equipment or service, downtime costs, customer data, or claims by customers of client for such damages.

### **EXCLUSIVITY OF THIS AGREEMENT:**

This instrument, and any amendment hereto, is intended to be the sole and complete statement of the obligations of the parties as to the services herein described, and supersedes all previous undertakings, negotiations, and proposals with respect to these services. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person.

### **NON-SOLICIT/NON-HIRE AGREEMENT:**

The Customer/Client agrees not to hire or solicit employment (either directly as an employee or indirectly as a contractor, independent contractor or an employee of another vendor) of any "Matrix" personnel during the course of this agreement or renewal or extension of this agreement and for a period of one (1) year after the conclusion of this agreement. If customer breaches this provision, during the term of the agreement or during the one (1) year period following its expiration, customer agrees to pay Matrix Integration fifteen-thousand dollars (\$15,000) or 20% of the existing employee's salary; whichever is higher, at the time of such breach. Customer agrees that the damages caused to Matrix Integration for a breach of this

provision would be difficult to calculate and prove, and that the sum to be paid in the event of a breach is not a penalty but is a fair and reasonable approximation of the foreseeable damages that Matrix Integration will suffer as a result of the breach.

***MERCHANDISE RETURNS / EXCHANGE POLICIES:***

"Matrix" provides a 10 (calendar) day return policy based on delivery date. A 15% restocking fee will be applied on any returned item. Returned equipment must be in new, resalable condition and include original boxes, shrink-wrapped documentation, and system software. Any return of merchandise must be accompanied by an RMA # provided by "Matrix". There are no returns or refunds of any kind on any commercial software, opened or unopened. If a software company guarantees satisfaction of their product, it will be the client's responsibility to seek a refund directly with that company if not satisfied. "Matrix" does not support money-back guarantees on software.

"Matrix" will exchange an item purchased from "Matrix" only if that item is found to have been defective, as determined by "Matrix", at time of purchase. This will not apply if the item was purchased by the customer with the following notation: AS IS, NO WARRANTY, or any notation that implies the same. The customer must provide the invoice as proof of purchase. Non-authorized installations made by non-certified personnel may void your manufacturer's warranty. In this case, any repairs would be classified as out-of-warranty resulting in the client being charged for normal service rates and replacement parts. "Matrix" makes no warranty as to the suitability of the client's work environment for the use of microcomputers or telephone equipment. Environmental problems will be treated and charged as normal service calls. "Matrix" assumes no responsibility as to the protection, suitability and/or integrity of the client's data. It is the client's responsibility to back up data regularly.

***PRODUCT WARRANTY:***

"Matrix" takes no responsibility for manufacturer's warranties. It is the client's responsibility to initiate warranty services with the manufacturer. "Matrix" may, at the client's request, act as referral agent for warranty related adjustments, repairs, or exchanges, as required by the manufacturer, during the period of the manufacturer's warranty. Any cost that "Matrix" incurs while acting as said agent, shall be the obligation of the client. "Matrix" may, at any time, elect not to act as said agent.

***FINANCIAL RESPONSIBILITY:***

"Matrix" will hold title and property to all materials and work performed until the client makes payment in full for goods and services. In regard to open accounts, lease and sales contracts, property and title shall vest in the customer, only when all monies owed by said customer have been verified by "Matrix" as having been paid to "Matrix" in full. If payment due is not received in full by the designated due date, signatory customer or customer designate agrees to pay a service charge of 1 ¾% per month, calculated daily on full amount owing, starting from the first day after said due date. "Matrix" shall have the right to begin legal action against customer for the payment of the entire amount(s) due. Signatory, customer, or customer designate agrees to pay any and all reasonable attorney fees incurred by "Matrix" to enforce the collection of said monies plus service charges. If suit is begun, signatory, customer designate agrees to pay all court costs and attorney's fees. Returned checks will result in a \$25.00 service fee.

## ADDENDUM TO Matrix Integration AGREEMENT

1. **Worker's Compensation.** Matrix Integration ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

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  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
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  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Matrix Integration  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

\_\_\_\_\_  
ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_  
Catherine Smith, Auditor



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

This request is to approve the quote submitted by Security Pro 24/7 to provide MOT equipment and placement for street and sidewalk closure per City of Bloomington requirements in an amount not to exceed \$3,300 based on the duration of the window sealing project at the Charlotte Zietlow Justice Center up to 14 days.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



**Security Pro 24/7 MOT Quote**  
**Monroe County Justice Building**  
**301 N College Ave Bloomington IN**

**Richard Crider**  
**rcrider@co.monroe.in.us**  
**812-235-9824**

James Witmer  
Corporate Director of Client Partnership and Development

## Security Pro 24/7

Security Pro was formed in 2017. We are the largest private security company in this region with corporate headquarters based in Bloomington IN. and have approximately 500 flex and active employees. We are a full-service private security company providing.

- Armed and Unarmed Guards
- Traffic Control Services
- Off Duty Police
- Fire Watch Services
- Event Security
- Mobile Patrols
- Alarm Response

### Management Team and Experience:

- Aaron Waltz (Vice President) - 15 years as a Federal Police officer with NSWC Crane, and current reserve police officer
- Steven Hinds (Director of Operations) - 10 years as a security officer and 12 years as owner of Hinds Security LLC. Current reserve police officer
- James Witmer (Director of Client Partnerships and Development) – 30 Years law enforcement. BA degree from IU Bloomington in Criminal Justice (graduated 1990)
- Mike Ross (President) – Most relevant experience 25 years former owner of Employment Plus. That experience included hiring over 50,000 employees annually for over 15,000 organizations in over 20 states. Employment Plus was an industry leader winning many awards including, 16 times best place to work awards, 6 times US Fastest Growing, and 3 times Toyota North America Supplier of the Year



## Trained in Safety

Security Pro 24/7 traffic employees are certified in American Traffic Safety Services Association (ATSSA) in traffic control, temporary traffic control devices, and site set-up.



## Equipment

All Security Pro 24/7 officers wear uniforms that are highly visible and recognizable.

If requested, officers can wear body worn cameras, or other specialized equipment.

All Security Pro 24/7 vehicles are fully marked and equipped with flashing caution lighting (yellow and white) for traffic details, pedestrian safety, or ingress and egress locations.

All barricades, barrels, and signage are approved for use in all traffic settings from rural roads to interstates.





## Price Quote Monroe County Govt

Item	INDOT Item #	Description	Quantity	Rate	Total Price
1	Non-INDOT 1	Barrells with weights	20	Weekly	
2	Non-INDOT 2	Sidewalk Closed Signs	4	Weekly	
3	Non-INDOT 3	Lane Closed Signs	2	Weekly	
4	Non-INDOT 4	Type III Barricades	4	Weekly	
5	Non-INDOT 5	Arrow Board	1	Weekly	
6	Non-INDOT 6	Initial Setup and Pickup	8	Labor	
7	Non-INDOT 7	<b>Optional</b> Daily Removal and Setup		Labor	\$100 Per Day
				TOTAL	<b>\$1900.00 + Daily Removal Rate</b>

- Price includes setup and teardown.
- Daily Price if extended past 14 days: \$140 per day.
- Payment terms are net 30 days after receipt of invoice.

If requested, equipment will be moved from traffic lane when lift/hoist is moved. Sidewalks would open after the work is completed each day.



## **ADDENDUM TO Security Pro 24/7., Inc AGREEMENT**

1. **Worker's Compensation.** Security Pro 24/7 ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Security Pro 24/7  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

\_\_\_\_\_  
ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_  
Catherine Smith, Auditor



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

This request is to approve the proposal submitted by Choose Premier Painting, LLC to repair drywall and paint connected suites 205 and 206A at the Showers Building.

Formerly a leased space, this work is necessary to repair and refresh painted surfaces prior to being occupied by the Monroe County Surveyor's Office.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

Choose Premier Painting LLC  
4610 W Nestle Down Dr  
Bloomington, IN 47404  
choosepremierpainting@gmail.com



# Estimate

ADDRESS  
Greg Crohn

ESTIMATE # 1816  
DATE 05/01/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>Painting</b> Painting walls in Ride Amigo room at showers building. Drywall repairs done prior to painting. Sherwin Williams super paint applied to walls. Floors and unpainted surfaces will be protected with drop cloths and plastic to prevent paint splatter and dust.	1	2,950.00	2,950.00
Ride Amigo Showers	TOTAL		\$2,950.00

Accepted By

Accepted Date

## ADDENDUM TO Choose Premier Painting, LLC AGREEMENT

1. **Worker's Compensation.** Choose Premier Painting, LLC ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.



- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Choose Premier Painting, LLC  
“Contractor”

Board of Commissioners of Monroe County  
“Board”

\_\_\_\_\_  
by

Date \_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_  
Catherine Smith, Auditor



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

05/17/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

Dishwasher Drain Line Repairs, Harrell-Fish Incorporated (HFI), Monroe County Justice Building

Vendor #

000862

### Executive Summary:

This request is to approve the proposal from HFI to replace the dishwasher PVC drain line with a new cast iron drain

Over time the exiting water temperature of the dishwasher has caused the PVC pipe to warp and joints to fail leading to recent leaks in both the 4th floor of the jail and Courtroom 301.

Fund Name(s):

2018 GO Bond

Fund Number(s):

4811

Amount(s)

\$2,350.00

Presenter:

Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Richard Crider

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

## ADDENDUM TO Herrell-Fish Incorporated AGREEMENT

1. **Worker's Compensation.** Herrell-Fish Incorporated ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF,** Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Herrell-Fish Incorporated.  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

\_\_\_\_\_  
by

Date \_\_\_\_\_

\_\_\_\_\_  
ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_  
Catherine Smith, Auditor

Monroe County Justice Building  
301 N College Avenue  
Bloomington, IN 47404

Wednesday, May 10, 2023

Attn.: Richard Crider

Re: Dishwasher Drain Line Repairs

Harrell-Fish, Inc. proposes to...

**Inclusions** –

- Furnish and install cast iron drain piping to replace the PVC drain that can not withstand the temperature of the water
  - Install cast Y
  - Install new piping
  - No hub clamps
  - All tools to make repairs and some materials are already on site. They were left on the Sunday the repairs were made, as the repairs made were temporary to get through the weekend.
- Shipping and handling
- Misc. Materials
- Labor

**Exclusions** –

- Overtime / Shift work
- Work outside above scope
- Any unforeseen or emergency repairs

**Total Project Investment – \$2,350.00**

*(This price is valid for 30 days. Payments made by credit card will be subject to a 3% processing fee. Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately.)*

Thank you for the opportunity to submit this proposal.  
Please do not hesitate to contact me or our office if you have any further questions.

Sincerely,  
HARRELL-FISH, INC.  
Jacob Hupp  
[jhupp@harrell-fish.com](mailto:jhupp@harrell-fish.com)  
812.369.3733

---

Client Acceptance                      Date

***This proposal is subject to the accompanying HFI Standard Terms and Conditions***

### **HFI Standard Terms and Conditions**

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

This Ordinance approves amendment of Chapter 440 of the Monroe County Code, the subject of which is animal management. The proposed amendment adds definitions for "Dangerous Dog" and "Potentially Dangerous," amends the definition of "Vicious," and removes the definition for "Potentially Dangerous, Level 3." The proposed amendment removes "Potentially Dangerous, Level 1," "Potentially Dangerous, Level 2" and "Potentially Dangerous, Level 3" and narrows these categories to two: "Potentially Dangerous" and "Dangerous." The proposed amendment simplifies and adds clarity to the elements required for status declarations, including habitual offender status, and clarifies the effect of a violation of terms (e.g., Class D Ordinance violation and review for Habitual Offender declaration). The proposed amended Chapter 440 is attached as Exhibit A.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

CHAPTER 440  
ANIMAL MANAGEMENT

440-1. Definitions

The following definitions shall apply throughout this Chapter:

**“Abandoned”** means any animal whose owner has knowingly, intentionally or recklessly left it unattended, without proper food, water or shelter, for twenty-four (24) hours or more.

**“Altered”** means any animal which has been spayed or neutered.

**“Animal”** means any live, nonhuman vertebrate creature domestic or wild.

**“Animal Exhibition - Permanent”** means any spectacle, display, act or event other than circuses, where animals perform or are displayed, with the exception of education programs presented by persons or organizations with proper state and federal education permits, as required, and which are perpetual in nature and in a stationary location.

**“Animal Exhibition - Transient”** means any spectacle, display, act or event other than circuses, in which animals perform or are displayed, with the exception of education programs presented by persons or organizations with proper state and federal education permits, as required, and which are traveling shows of a temporary duration.

**“At Large”** means a stray animal or any animal whose owner knowingly, intentionally, recklessly, or negligently allows the animal to stray beyond premises owned, lawfully occupied or controlled by the owner unless under restraint.

**“Auctions”** means any place or facility where domestic livestock are regularly bought, sold, or traded, except for those facilities otherwise defined in this Chapter.

**“Breeding Kennel”** means anyone who:

- (1) owns or harbors ten (10) or more intact cats and/or dogs six (6) months of age or older; or
- (2) produces two (2) or more litters per year issuing from cats and/or dogs owned or harbored.

**“Circus”** means a traveling commercial variety show that includes animal acts for public entertainment.

**“Commercial Animal Establishment”** means any commercial boarding kennel, breeding kennel, non-municipal animal shelter/sanctuary, major and/or minor pet shop, an auction unless it is a 4-H or County Fair auction, riding school or stable, zoological park, circus, animal exhibition-permanent or animal exhibition-transient.

**“Commercial Boarding Kennel”** means any place that boards animals for a fee.

**“Commercial Dog Breeder”** means a person who maintains more than twenty (20) unaltered female dogs that are at least twelve (12) months of age.



**“Dangerous Dog”** means any animal while off of the property owned, lawfully occupied or controlled by the owner/guardian or keeper of the animal:

(1) causes an unjustified single bite with at least one deep puncture; or

(2) when unjustified causes severe injury or injuries leading to the death of a domestic pet or domestic livestock, or where the situation or injuries are particularly egregious.

**“Domestic Livestock”** means any animal, including but not limited to those listed below, which is not a domestic pet, but is kept for commercial purposes and is a member of one (1) of the following species:

alpaca;  
bison;  
elk;  
cattle;  
donkey;  
goat;  
horse;  
llama;  
mule;  
ostrich;  
emu;  
pig;  
poultry;  
rabbit; or  
sheep.

**“Domestic Pet”** means any animal that is a member of one (1) of the following species and is kept for pleasure rather than utility:

African pygmy hedgehog;  
cat;  
chicken/poultry;  
chinchilla;  
cockatiels;  
degu;  
dog;  
donkey;  
ferret;  
gerbil;  
goat;  
guinea pig;  
hamster;  
mouse;  
parakeets;  
pig;  
rat;  
rabbit;  
reptile, as defined herein; or

sugar glider.

**“Exotic Animal”** means an animal belonging to a species, not including those specifically listed as a domestic pet or domestic livestock, that is not native to the United States, or an animal that is a hybrid or a cross between a domestic pet or domestic livestock and an animal, not specifically listed as a domestic livestock, that is not native to the United States.

**“Feral Cat”** means a cat that has lived its life with little or no human contact, is not socialized, or has reverted to a wild state.

**“Feral Cat Colony”** means a group of more than six (6) altered feral cats owned or harbored by a person who provides adequate food, water and shelter.

**“Harboring”** means the actions of any person that permit any animal habitually to remain, lodge, or to be fed within his or her home, enclosure, yard or place of business or on any premises where such person resides or that he controls. An animal shall be presumed to be harbored if it is fed or sheltered for three (3) consecutive days.

**“Major Pet Shop”** means any retail establishment engaging in the purchase and sale of cats and/or dogs, either solely or in addition to the purchase and sale of other species of animals.

**“Minor Pet Shop”** means any retail establishment engaging in the purchase and sale of any species of animal, with the exception of cats and dogs.

**“Municipal Animal Shelter”** means any facility operated by a municipal agency, or its authorized agents for the purpose of impounding or caring for animals held under the authority of state law.

**“Non-Municipal Animal Shelter/Sanctuary”** means any facility operated by a person or organization other than a municipality, state, or federal government for the purpose of re-homing animals, excluding any State or Federal facility.

**“Owner”** means any person owning, keeping or harboring one (1) or more animals.

**“Person”** means any individual, firm, association, partnership, trust, estate or corporation.

**“Potentially Dangerous, Level 1”** means any:

~~(1) Animal which, when unprovoked, on two (2) separate occasions within the prior thirty-six (36) month period, engages in or displays any behavior that requires a defensive action by any person to prevent bodily injury to the person or the person’s own animal, when the person or the animal are off of the property owned, lawfully occupied or controlled by the owner/guardian or keeper of the animal; or~~

~~(2) Animal which, when unprovoked, and when off of property owned, lawfully occupied or controlled by the owner/guardian or keeper of the animal, causes injury to a domestic pet, domestic livestock or to a person that results in any of the following injuries: injury which results in bruising or abrasions; or injury that results in fewer than four (4) punctures wounds.~~

**“Potentially Dangerous, Level 2”** means any animal which has been declared a Level 1 potentially dangerous animal and within thirty-six (36) months of said declaration, when off of property owned, lawfully occupied or controlled by the owner/guardian or keeper of the animal, causes injury to a domestic pet, domestic livestock or to a person that results in any of the following injuries: injury which results in bruising or abrasions; or injury that results in fewer than (4) punctures wounds. A Level 2 potentially dangerous animal is also an animal which causes severe injury or death to a domestic pet or to domestic livestock.

**“Potentially Dangerous”** means any animal while off of the property owned, lawfully occupied or controlled by the owner/guardian or keeper of the animal:

- (1) which causes injury to a person from a single unjustified bite with no punctures deeper than  $\frac{1}{2}$  the canine and little to no bruising or abrasions; or
- (2) which, when unjustified, causes severe injury, or causes injuries leading to the death of a domestic pet or domestic livestock. If the circumstances or injuries are egregious the commission may determine that this animal may be dangerous.

**“Potentially Dangerous, Level 3”** means any animal which has been declared a Level 1 or Level 2 potentially dangerous animal and continues, when off of property owned, lawfully occupied or controlled by the owner/guardian or keeper of the animal, and when unprovoked, to cause injuries to persons, domestic pets or domestic livestock. A Level 3 potentially dangerous animal is also an animal which, when off of property owned, lawfully occupied or controlled by the owner/guardian or keeper of the animal, and when unprovoked, causes a severe injury to a person or injures a person in that the injury results in four or more puncture wounds.

**“Poultry”** means domesticated birds kept for eggs or meat.

**“Public Nuisance”** means any animal that molests passers-by or passing vehicles on public property; attacks persons or other animals; damages or defecates on public or private property of someone other than the owner or caretaker of the animal, unless the waste is immediately removed and disposed of in a sanitary manner by the animal’s owner or caretaker; barks, whines, howls or emits any other loud noise continuously for fifteen (15) minutes or for an aggregate of twenty (20) minutes in a one-hour period on more than one (1) occasion in the same six (6) month period; or otherwise interferes with the free use and comfortable enjoyment of life or property.

**“Reptile”** means any air-breathing vertebrate of the class Reptilian, with the exception of:

- (A) Any reptile on the Federal Endangered or Threatened Species list or on the Convention on International Trade in Endangered Species List;
- (B) Any venomous reptile, including front- or rear-fanged reptiles;
- (C) Any python of a species which naturally exceeds twelve feet in length;
- (D) All crocodilians, including alligators, caimans, and crocodiles;
- (E) Monitor lizards;
- (F) Anacondas;

(G) Any reptile of a species native to Indiana; or

(H) Any reptile protected by state or federal law.

**“Research Laboratory”** means any animal research facility registered with the United States Department of Agriculture under authority of the Federal Laboratory Animal Welfare Act, 71 U.S.C. § 2132, *et seq.*

**“Restraint”** means the securing of an animal by a leash or lead or confining it within the real property limits of property owned, lawfully occupied or controlled by its owner, caretaker or person who harbors the animal.

**“Riding School”** means any person or place that provides, for monetary compensation, riding instruction, for any horse, pony, donkey, mule, or burro.

**“Service Dog”** means any dog engaged in working or training to work for the assistance of hearing or sight impaired, or physically handicapped or disabled persons.

**“Severe injury”** means any physical injury to a domestic pet or domestic livestock that results in multiple bites, broken bones, muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

**“Stable”** means any place that has available for lodging, feeding, training, and/or breeding any horse, pony, donkey, mule, or burro in which the place either receives monetary compensation and/or holds the animal for fourteen (14) consecutive days.

**“Stray”** means any animal that does not appear, upon reasonable inquiry, to have an owner.

**“Tether”** means attaching a domestic pet to a stationary object or pulley run by means of a chain, rope, tether, cable or similar restraint. Tether does not include the use of a leash to walk a domestic pet.

**“Trap-Neuter-Return”** means a full management plan recognized by the Animal Management Commission that relates to the capture, neuter, and return of feral cats.

**“Unprovoked”** means under normal circumstances actions not intended or likely to cause an animal to react or respond with violent or aggressive behavior.

**“Veterinary Hospital”** means any establishment maintained and operated by a veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

**“Vicious”** means any animal which, when unprovoked, in an aggressive manner has bitten or attacked a person, domestic pet or domestic livestock at least three (3) times in the prior thirty-six (36) month period. A vicious animal is also an animal which has bitten a person causing severe injury; or causing wounds that are potentially dangerous to the person’s health or life, or result in permanent scarring or disfiguring to a person.

**“Wild Animal”** means any animal not a domestic pet or domestic livestock that is native to the United States, or any hybrid involving an animal that is not a domestic pet or domestic livestock, but is native to the

United States, with the exception of small, non-poisonous aquatic or amphibious animals and birds of the order Psittaciformes, canaries, and finches.

**“Wildlife Rehabilitator”** means any person or persons that acquire the necessary state and federal permits to allow the rehabilitation of wildlife in their homes, on their property or in a professional facility, with the intent of releasing such animals according to state and federal guidelines.

**“Zoological Park”** means any facility, other than a pet shop or kennel, displaying or exhibiting without the predominant purpose of selling, one or more species of non-domesticated animals.

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#### **440-2. Animal Management Commission – Establishment, Duties**

(A) There is created and established an Animal Management Commission of Monroe County, which shall have the authority and responsibility to:

(1) recommend to the Sheriff principles and standards for the management of animals within the County;

(2) in cooperation with the Monroe County Sheriff, enforce ordinances concerning the management of animals within the County;

(3) hear and decide appeals of ordinance violation notices issued by the Animal Management Officers, but only in those cases where the Animal Management Commission receives a written request for hearing from the recipient of the notice, or from the owner of the animals cited in the notice, within ten (10) days of the issuance of the notice. In deciding the appeal, the Animal Management Commission may affirm, modify or annul the notice; and

(4) make recommendations to the Board of Commissioners as to the necessary ordinances concerning management of dogs and other animals.

(B) Upon request of the Monroe County Sheriff, the Animal Management Commission shall assist the Sheriff in preparing and submitting to the Board of Commissioners and the County Council an annual proposed budget of funds adequate for the purposes of this Chapter.

#### **440-3. Animal Management Commission – Membership**

The Animal Management Commission shall be composed of nine (9) members as follows:

(A) five (5) shall be citizens selected by the Board of Commissioners;

(B) one (1) shall be a citizen selected by the Town of Ellettsville;

(C) one (1) shall be a citizen selected from the Animal Control Commission of the City of Bloomington;

(D) one (1) shall be the Director of the Animal Shelter of the City of Bloomington; and

(E) one (1) shall be the Monroe County Sheriff or an appointee of the Monroe County Sheriff.

#### **440-4. Animal Management Officers – Appointment, Duties, Powers**

The Monroe County Sheriff shall have full supervisory authority over the Animal Management Officers, including without limitation the authority to hire, supervise, instruct, assign duties to and discharge the Officers. The powers of the Animal Management Officers shall include the power to enter real property in immediate pursuit of an animal to enforce this Chapter; however, the Animal Management Officers shall not commit a civil or criminal trespass or enter a dwelling unit without the permission of the owner of the dwelling unit unless accompanied by a uniformed law enforcement officer with a search or arrest warrant.

#### **440-5. Female Dog in Heat**

**(A)** Any female dog in heat shall be confined in a building or some enclosure in such a manner that the female dog in heat cannot come into contact with a male dog, except for planned breeding.

**(B)** The owner of any female dog not so confined commits a Class D ordinance violation.

#### **440-6. Potentially Dangerous and Vicious Animals**

**(A) Request for declaration.** If an Animal Management Officer or a law enforcement officer has investigated and determined that there exists probable cause to believe that an animal is potentially dangerous or vicious, the Animal Management Officer shall request a hearing by the Animal Management Commission for the purpose of determining whether or not the animal in question should be declared potentially dangerous or vicious.

**(B) Hearing on declaration.**

**(1)** The hearing will be held at the next regularly scheduled meeting of the Animal Management Commission and shall be open to the public, provided the owner of the animal can be provided at least fourteen (14) days advance notice of the hearing.

**(2)** The owner of the animal shall be served with written notice of the hearing and a copy of any complaints received by certified mail or in person. The notice shall include the following:

**(a)** The date, time and location of the hearing;

**(b)** A statement that the owner, or his or her legal counsel, may present evidence and testimony as to why the animal should not be declared potentially dangerous or vicious.

**(3)** The Animal Management Commission may consider all relevant evidence, including incident reports, affidavits of witnesses, and whether the incident reasonably indicates whether or not the animal in question is potentially dangerous and/or vicious in ordinary circumstances where the average person could not reasonably be expected to foresee and take measures to prevent injury.

**(4)** The Animal Management Commission may decide all issues for or against the owner of the animal even if the owner of the animal fails to appear at the hearing.

**(5)** A letter setting forth the determination of the Commission shall be given to the owner, or his or her legal counsel, by certified mail, return receipt requested, addressed to the owner's address, or his or her legal counsel's address. Immediately upon the mailing of a letter setting



forth the Commission's determination to declare an animal as either potentially dangerous or vicious, the animal shall be accordingly classified as potentially dangerous or vicious. Concurrently, an Animal Management Officer shall notify the owner of the declaration in person or by phone.

(6) The Commission, in rendering its decision has the authority to attach any and all reasonable conditions to its decision. To that end, the Commission may impose conditions on owners regarding the types of enclosures to be used, the types of restraint systems to be used, and other such things in order to ensure that the both the animal and the public are safe.

**(C) Potentially Dangerous, Level 1.**

(1) The animal, while on the owner's property, shall, at all times, be kept indoors, or in a secured enclosure from which the animal cannot escape ~~and into which children cannot trespass.~~

~~(2) Invisible fences are not permitted enclosures.~~

(3) The animal may only be off the owner's premises if it is restrained by a substantial leash, no more than six (6) feet in length, and if it is under the control of an adult.

(4) The animal's owner shall have the animal implanted with a microchip and provide the Animal Management Commission with:

(a) documentation which confirms the implant of the microchip; and

(b) the microchip identification number.

**(D) Potentially dangerous, Level 2.**

~~(1) The animal, while on the owner's property, shall, at all times, be kept indoors, or in a secured enclosure from which the animal cannot escape and into which children cannot trespass.~~

~~(2) Invisible fences are not permitted enclosures.~~

~~(3) The animal may only be off the owner's premises if it is restrained by a substantial leash, no more than six (6) feet in length, and if it is under the control of an adult.~~

~~(4) The animal must be altered by a licensed veterinarian within thirty (30) days of such designation unless:~~

~~(a) A licensed veterinarian certifies in writing that the animal is incapable of reproduction; or~~

~~(b) A licensed veterinarian certifies in writing that altering the animal would be injurious to the animal's health, provided, however, that if the health condition of the animal is of a temporary nature, then the animal shall be altered immediately after the health condition has been corrected;~~

~~(5) The animal must be implanted with a microchip.~~

**(ED) Potentially dangerous, Level 3, Dangerous.**

(1) The animal, while on the owner's property, shall, at all times, be kept indoors, or in a secured enclosure from which the animal cannot escape and into which children cannot trespass. No secured enclosure may be used unless and until an Animal Management Officer approves the enclosure.

~~(2) Invisible fences are not permitted enclosures.~~

(3) The animal may only be off the owner's premises if it is restrained by a substantial leash, no more than six (6) feet in length, and if it is under the control of an adult and wearing a muzzle.

(3) The animal's owner shall have the animal implanted with a microchip and provide the Animal Management Commission with:

(a) documentation which confirms the implant of the microchip; and

(b) the microchip identification number.

(4) The animal must be altered by a licensed veterinarian within thirty (30) days of such designation unless:

(a) A licensed veterinarian certifies in writing that the animal is incapable of reproduction; or

(b) A licensed veterinarian certifies in writing that altering the animal would be injurious to the animal's health, provided, however, that if the health condition of the animal is of a temporary nature, then the animal shall be altered immediately after the health condition has been corrected.

~~(5) The animal must be implanted with a microchip.~~

(6) Clearly visible warning signs, approved by an Animal Management Officer, shall be displayed on all entry points to the premises on which the animal is maintained warning that a potentially dangerous animal is being harbored on such property.

(a) At least one (1) of the signs shall be posted on the enclosure in which the animal is maintained.

(b) Signs must inform both children and adults of the presence of a ~~potentially~~ dangerous animal on the property.

(6) A fee for monitoring any Dangerous dog shall be twenty-five (\$25.00) per calendar year.



**(F) Vicious.**

(1) The animal, while on the owner's property, shall, at all times, be kept indoors, or in a secured enclosure from which the animal cannot escape and into which children cannot trespass. No secured enclosure may be used unless and until an Animal Management Officer approves the enclosure.

~~(2) Invisible fences are not permitted enclosures.~~

(32) The animal may only be off the owner's premises if it is restrained by a substantial leash, of no more than six (6) feet, is muzzled, and if it under the control of an adult.

(43) The animal must be altered by a licensed veterinarian within thirty (30) days of such designation unless:

(a) A licensed veterinarian certifies in writing that the animal is incapable of reproduction; or

(b) A licensed veterinarian certifies in writing that altering the animal would be injurious to the animal's health, provided, however, that if the health condition of the animal is of a temporary nature, then the animal shall be altered immediately after the health condition has been corrected.

~~(5) The animal must be implanted with a microchip.~~

(65) Clearly visible warning signs, approved by an Animal Management Officer, shall be displayed on all entry points to the premises on which the animal is maintained warning that ~~potentially dangerous~~ a vicious animal is being harbored on such property.

(a) At least one of the signs shall be posted on the enclosure in which the vicious animal is maintained.

(b) Signs must inform both children and adults of the presence of a ~~potentially dangerous~~ vicious animal on the property.

(6) The commission may require evaluation by an approved Veterinary Behaviorist.

(7) A fee for monitoring any Dangerous dog shall be fifty (\$50.00) per calendar year.

**(G) Immediate Threat.** If it is determined by an Animal Management Officer or a law enforcement officer that probable cause exists to believe an animal poses an immediate threat to public safety, then an Animal Management Officer ~~or law enforcement officer~~ may seize and impound the animal pending the hearing described in this Chapter.

(1) Any animal so seized shall be held until the Animal Management Commission renders a decision in accordance with this Chapter.

(2) The owner of the animal shall be liable for the costs and expenses of keeping the animal, if the animal is later declared by the Commission to be potentially dangerous, dangerous, or vicious.

**(H) Euthanization.** If an animal is declared vicious in accordance with this Chapter, the Animal Management Commission may order the animal humanely euthanized if the Commission finds that releasing the animal may ~~create~~ present a significant threat to the public health, safety or welfare.

**(I) Status Change.** If an animal designated under this Chapter dies, or is sold, or is transferred, or is moved to a different location, the owner shall notify an Animal Management Officer of the changed status and new location of the animal.

(1) The notice of status change must be done in writing; and

(2) Must be provided to the Department within two (2) business days of the change.

(3) An animal owner who fails to notify the Department of the changed status commits a Class E ordinance violation.

**(J) Reconsideration.** An owner may submit a request for reconsideration to the Animal Management Commission to have the designation of potentially dangerous, dangerous, or vicious removed from ~~his or her~~ the owner's animal.

(1) Owners of ~~level 1 or 2~~ potentially dangerous dogs may submit a request for reconsideration upon the expiration of one (1) year from the date of designation, provided no further violations of this Chapter have occurred.

(2) Owners of ~~level 1 or 2~~ potentially dangerous dogs may submit a request for reconsideration upon the expiration of Two (2) years from the date of designation, provided no further violations of this Chapter have occurred.

(3) Owners of ~~potentially dangerous dogs~~, or vicious dogs may submit one (1) request for reconsideration upon the expiration of three (3) years from the date of designation, provided no further violations of this Chapter have occurred.

**(K) Violation of Terms.** Failure to abide by any terms set forth in subsections 440-6(C) through 440-6(F), without good cause, constitutes a Class D Ordinance violation. Such a violation is subject to further review by the Animal Management Commission and possible declaration as a habitual offender as described in Section 440-22(A)(2).

(1) Owners of ~~level 1 or 2~~ potentially dangerous dogs may submit a request for reconsideration upon the expiration of one (1) year from the date of designation, provided no further violations of this Chapter have occurred.

(2) Owners of potentially dangerous dogs, or vicious dogs may submit one (1) request for reconsideration upon the expiration of three (3) years from the date of designation, provided no further violations of this Chapter have occurred.

#### 440-7. Public Nuisance

(A) An animal owner shall exercise due care and control of his or her animal so as to prevent his or her animal from becoming a public nuisance.

(B) An animal owner who fails to exercise due care and control of his animal commits a Class E ordinance violation for the first offense and a Class D ordinance violation for the second and subsequent offenses.

#### **440-8. Impoundment**

(A) Any at-large animal (with the exception of altered cats that are wearing identification or are altered and ear tipped in the case of feral cats and are not a public nuisance), potentially dangerous or vicious animal or female dog in heat that is not confined, or any animal that is a public nuisance or is suspected of being neglected, subjected to cruelty, or abandoned, and animals which have bitten persons or other animals, may be taken by law enforcement officers or by an Animal Management Officer and impounded in the City of Bloomington Animal Shelter or, if the Animal Shelter facilities are inadequate, impounded at suitable alternative facilities approved by the Commission.

(B) If the owner of an impounded animal can be identified by a license tag or other means, the Animal Management Officer shall immediately upon impoundment notify the owner in-person or by telephone or mail.

(C) Animals whose owner(s) are not identifiable or cannot be notified after reasonable effort shall be held for five (5) calendar days from the date of impoundment, not counting officially recognized holidays, before the animal is deemed abandoned and the shelter may dispose of the animal in accordance with its guidelines.

(D) Animals whose owners have been notified and who do not reclaim their animal within the five (5) day period, shall be disposed of in accordance with the animal shelter's guidelines unless the owner of the animal posts a five hundred and fifty dollar (\$550.00) bond, or a bond in an amount representative of the anticipated costs, if higher than \$550.00, as determined by the City of Bloomington Animal Care and Control Department, with the City Controller, prior to the expiration of the five (5) day period, to provide for the animal's care and keeping.

(1) The bond must be valid for thirty (30) days.

(2) The owner may renew a bond by posting a new bond in the amount of six hundred (\$600.00) dollars, or a bond in an amount representative of the anticipated costs, if higher than \$600.00, as determined by the City of Bloomington Animal Care and Control Department, prior to the expiration of the original bond, but may only do so once.

(3) If a bond expires and is not renewed, the animal is deemed abandoned and the shelter may dispose of the animals in accordance with its guidelines.

(E) Any animals found as part of a litter of two (2) or more shall become the property of the City of Bloomington Animal Care and Control Department and may be placed for adoption or humanely euthanized if not claimed by the owner within three (3) days of impoundment.

(F) Any animal found with severe medical conditions and/or injuries shall be assessed by a veterinarian, whenever possible. Whenever possible, humane care will be provided in order to allow the animal to remain comfortable for the duration of the five (5) day period. However, when an animal's injuries or illnesses are so severe such that the animal cannot be maintained in a comfortable fashion, the animal may be euthanized prior to the end of the five (5) day period. Any medical expenses incurred shall be the responsibility of the owner of the animal should the owner be identified.

(G) An owner claiming an impounded animal shall pay all necessary treatment costs, transportation fees, board fees and daily fees as established by the City of Bloomington Animal Care and Control Department or as established by the owner/operator of any alternative facility that is used to impound an animal and approved by the Commission. The City of Bloomington Animal Care and Control Department may agree to waive some or all of its fines and fees at the discretion of the Director if the owner of an unaltered animal agrees to have the animal spayed or neutered as a condition of its release.

(H) In addition to or in lieu of impounding an animal, a Law Enforcement Officer or an Animal Management Officer may issue to any person violating any provision of this ordinance a notice of ordinance violation and may return the animal to the owner's property if the animal can be secured safely. The County Attorney is authorized to prosecute the violation in court if the person has not paid the fine within two (2) weeks.

(I) A person may reclaim an animal in the custody of the Animal Management Department upon providing the following:

- (1) proof of ownership or the authority to act as the owner's agent;
- (2) identification such as a driver's license; and
- (3) payment of redemption costs and any other service/medical costs, as approved by the Director of the Bloomington Animal Care and Control Department.

(J) A cat or dog that has been previously taken by law enforcement officers or by an Animal Management Officer and/or impounded as an at-large animal and is now being returned to its owner or redeemed for the second or subsequent time within the last twelve (12) months will be required to be:

- (1) implanted with a microchip by the City of Bloomington Animal Care and Control Department at the owner's expense prior to redemption, or, if returned, the owner shall have the implant done within thirty (30) days of being notified such action is required, for the purpose of future identification and recovery;
- (2) spayed or neutered by a licensed veterinarian at the owner's expense prior to the shelter relinquishing the cat or dog to the owner, or, if returned, the owner shall have the animal spayed or neutered within thirty (30) days of being notified such action is required. Should cost be an issue, the City of Bloomington Animal Care and Control Department may enter into a payment agreement with the owner or the owner may sign over ownership rights of the animal to the Department;

(3) the owner of the cat or dog shall be notified of the microchip implant and spay or neuter of the animal when they request the relinquishment of the cat or dog.

(4) The owner may request, in writing, a hearing before the Animal Management Commission prior to the microchip and spay/neuter. Such request must be made at the time the cat or dog is released to the owner. Such request must include the current mailing address of the owner. If such request is made, the cat or dog shall be released to the owner at that time. The appeal shall be heard by the Animal Management Commissions, with notice being sent in accordance with Section 440-6(A)(3) to the address the owner provided. If, after hearing, the Animal Management Commission rejects the appeal, then the owner must provide proof to the Animal Management Officer that the cat or dog must be spayed or neutered within thirty (30) days.

(5) Failure to provide proof under Section 440-8 (J)(4) is a Class E ordinance violation. Each day after the 30-day period the required proof is not provided is a separate offense.

#### **440-9. Impoundment for Animal Bite**

(A) If an owned dog, cat, or ferret has bitten a person, and the owner does not provide proof that such animal is vaccinated for rabies, the animal may, at the discretion of the Animal Management Officers, be impounded in the City of Bloomington Animal Shelter, a veterinary hospital or at a place acceptable to the Animal Management Officers, at the owner's choice and expense, for a period of ten (10) days in order to determine whether or not the animal has rabies. If the animal dies during the ten (10) day period, it shall, at the owner's expense, be sent to the proper authorities to determine whether or not it was rabid. Other animals which have bitten a person shall be handled in accordance with the current compendium, published by the state, for animal rabies control, with all expenses being the responsibility of the animal's owner.

(B) If an owned dog, cat or ferret has bitten a person, other than a person in the owner's immediate family, and owner does provide proof that such animal is vaccinated for rabies, the animal may at the sole discretion of the Animal Management Officer be impounded in the City of Bloomington Animal Shelter, a veterinary hospital or at a kennel acceptable to the Animal Management Officers, at the owner's choice and expense, for a period of ten (10) days in order to determine whether or not the animal has rabies. If the animal is not impounded, then the owner must quarantine the animal for a ten (10) day period in accordance with instructions from the Animal Management Officer. If the animal dies during the ten (10) day period, it shall, at the owner's expense, be sent to the proper authorities to determine whether or not it was rabid. Other animals that have bitten a person shall be handled in accordance with the current compendium, published by the state, for animal rabies control, with all expenses being the responsibility of the animal's owner.

(C) If a stray dog, cat or ferret has bitten a person or animal, it shall be confined in the City of Bloomington Animal Shelter for ten (10) days only. At the end of the ten (10) day period, if unclaimed, the animal may be euthanized.

(D) If an animal has bitten another animal, other than one owned by the owner, the animal may be impounded in the City of Bloomington Animal Shelter, a veterinary hospital or at a kennel acceptable to the Animal Management Officers, at the discretion of the Animal Management Officer. The conditions of the impoundment shall be the same as sections (A) and (B).



(E) An owner who fails to impound an animal after receiving notification to do so by an officer of the Animal Management Department or the Monroe County Health Department commits a Class D ordinance violation. If the owner fails to comply, the Monroe County Sheriff's Department may impound the animal at the owner's expense. Each day that the owner fails to impound the animal constitutes a separate violation.

#### **440-10. Dogs and Cats Not Immunized Against Rabies**

(A) It is unlawful to own or harbor a dog, cat or ferret over the age of three (3) months which is not immunized against rabies.

(B) The Animal Management Officers shall report any person who owns or harbors a non-immunized dog to the Monroe County Prosecuting Attorney's Office for prosecution under Ind. Code § 35-46-3-1.

(C) The Monroe County Health Administrator may order the destruction or impoundment of a domestic animal, or the destruction or impoundment of any domestic animal bitten by a rabid animal, pursuant to Ind. Code § 15-2.1-6-11.

(D) Dogs and cats must wear the rabies immunization tag issued by their veterinarian at all times.

(E) Owners of ferrets must keep and maintain proof of vaccination for their animal.

(F) Any person who violates this section commits a Class E ordinance violation.

#### **440-11. Wild or Exotic Animals**

(A) No person shall keep or permit to be kept on his or her premises any wild or exotic animal for any purposes, except as provided in section (B). This section shall not be construed to apply to federally licensed zoological parks, animal exhibitions, or federally licensed research laboratories or licensed wildlife rehabilitators or licensed wildlife educators while they are acting within the scope of their license.

(B) Any person possessing a valid state permit to possess a Class 1 or Class 2 wild or exotic animal may possess the animal in Monroe County, Indiana, provided that he registers the animal with the Animal Management Commission prior to bringing the animal into the County. Except as permitted in section (A), possessing or harboring Class 3 wild or exotic animals is prohibited in Monroe County, Indiana, regardless of whether the owner holds a state or federal permit.

(C) Any person who violates this section commits a Class D ordinance violation, unless the violation involves a Class 3 animal, in which case the violation shall be a Class C ordinance violation.

#### **440-12. At-Large Dog, Costs for Removal and Storage of any At-Large Animal**

(A) An owner shall not allow his dog(s) to travel or roam beyond his premises unless under restraint. This section does not apply to dogs when engaged in lawful hunting, accompanied by the owner or custodian or any other activity expressly permitted by state law.

(B) A person who violates this section commits a Class E ordinance violation unless the animal is an at-large dog that is intact (has not been spayed or neutered and is over the age of six (6) months), which

is a Class D ordinance violation. If, however, within ten (10) days of the violation, the dog owner submits to the Monroe County Animal Management Officer a receipt or a verified statement from a licensed veterinarian which demonstrates that the dog has been spayed or neutered, then the violation will be reduced to a Class E ordinance violation.

(C) In addition to any fines specified in this Chapter, any person who allows or causes any animals to travel or roam onto, or to be found on, a public highway or other public property shall be liable for the cost of removal and storage of said animals.

(D) It shall be an affirmative defense to an at-large violation that the dog is under reasonable control and the owner or custodian has permission of the property owner to have the animal unleashed on the property.

#### **440-13. At-Large Cat**

(A) An owner shall not allow his/her cat to travel or roam beyond his/her premises unless the cat has been altered and is wearing identification or is altered and ear tipped in the case of feral cats. However, altered cats not kept under restraint at all times are still subject to the public nuisance requirements set forth in Section 440-7.

(B) A person who violates this section commits a Class E ordinance violation unless the animal is an at-large cat that is intact (has not been spayed or neutered and is over the age of six (6) months), which is a Class D ordinance violation. If, however, within ten (10) days of the violation, the cat owner submits to the Monroe County Animal Management Officer a receipt or a verified statement from a licensed veterinarian which demonstrates that the cat has been spayed or neutered, then the violation will be reduced to a Class E ordinance violation.

#### **440-14. At-Large Other Domestic Pet**

(A) An owner shall not allow his/her domestic pet to travel or roam beyond their premises.

(B) A person who violates this section commits a Class E ordinance violation for each animal at-large.

#### **440-15. At-Large Livestock**

(A) An owner shall not allow his/her domestic livestock to travel or roam beyond their premises.

(B) A person who violates this section commits a Class D ordinance violation for each animal at-large.

#### **440-16. At-Large Wild or Exotic Animals**

(A) An owner of a wild or exotic animal shall not allow the animal to travel or roam beyond their premises.

(B) A person who violates this section commits a Class C ordinance violation.

#### **440-17. Animal Care-Domestic Pets**

**(A)** Every owner of a domestic pet within the County shall see that his/her domestic pet has proper and adequate shelter, medical care, grooming, food and water.

**(B)** Any domestic pet shelter must be structurally sound, moisture proof and windproof shelter large enough to keep the domestic pet reasonably clean and dry and provide adequate protection from the cold and heat, including bedding to provide insulation and protection against cold and dampness and promote the retention of body heat. Shelter must be placed in a dry area free of debris, feces, and standing water.

**(C)** No chain or tether shall weigh more than 1/8 of the domestic pet's body weight.

**(D)** Any chain or tether shall be at least ten (10) feet in length and have swivels on both ends, so as to reduce the likelihood of entanglement.

**(E)** Any chain or tether must be attached to a properly fitting buckle-type collar or harness worn by the domestic pet. Choke collars and pinch collars are prohibited for purposes of tethering a domestic pet to a stationary object or cable run. A person may not wrap a chain or tether around an animal's neck. A chain or tether used to restrain a domestic pet must, by design and placement, be unlikely to become entangled.

**(F)** It shall be unlawful for the owner of any domestic pet to keep or maintain the animal on a tether for a period of more than ten (10) continuous hours, and no more than twelve (12) hours in any twenty-four (24) hour period or for any duration under conditions which threaten the health, or well-being of the domestic pet.

**(G)** Any chain or tether shall be of appropriate length configuration to:

- (1)** Confine the animal to the owner/guardian/colony caretaker's property;
- (2)** Prevent the animal from advancing to the edge of any public right-of-way;
- (3)** Prevent the chain or tether from extending over an object or an edge that could result in injury or strangulation of the animal; and/or
- (4)** Prevent the chain or tether from becoming entangled with other objects or animals.

**(H)** It shall be unlawful for the owner/guardian/colony caretaker of any animal to keep or maintain the animal on a tether under any of the following conditions:

- (1)** At a vacant property; and/or
- (2)** Between the hours of 11:00 p.m. and 6:00 a.m.

**(I)** It shall be unlawful for any unaltered animal which is six months of age or older to be tethered.

**(J)** A muzzle may not be worn continuously as a means for controlling barking.



(K) A person may not restrain a domestic pet in any manner unless it allows the animal to have access to necessary shelter, water and food. Necessary shelter includes the domestic pet having the ability to sit, stand, and turn around without coming into contact with excrement.

(L) A person may not restrain a domestic pet in a manner that allows the domestic pet to move outside property owned, lawfully occupied or controlled by their person.

(M) Any person who owns, harbors or keeps any intact female dog or cat shall, during the period that such animal is in heat or in estrus, keep such dog or cat in a secured area that prevents a male dog or cat from having access to such female except for controlled breeding permitted by the owner of the female. Additionally, the female dog or cat shall not be chained or tethered in a manner that prevents her from defending herself or from avoiding a mate.

(N) It shall be unlawful for any person to place or confine or allow any domestic pet to be confined in such a manner that it must remain in a motor vehicle, trailer or pet carrier under such conditions for such period of time as may cause suffering or endanger the health or well-being of the domestic pet due to extreme temperature, or lack of food or water.

(O) A domestic pet's owner who fails to exercise due care and control of his animal, as prescribed in this section, commits a Class E ordinance violation for the first offense and a Class D ordinance violation for the second and subsequent offenses.

#### **440-18. Animal Care—Domestic Livestock**

(A) Domestic livestock must be provided adequate care, including adequate food and water, shelter as needed, and vet care as needed.

(B) A domestic livestock's owner who fails to exercise due care and control of his animal, as prescribed in this section, commits a Class E ordinance violation for the first offense and a Class D ordinance violation for the second and subsequent offenses.

#### **440-19. Torture or Abuse of an Animal**

(A) It is unlawful to torture, beat or mutilate a vertebrate animal.

(B) The Animal Management Officers shall report any person who abuses an animal to the Monroe County Prosecuting Attorney's Office for prosecution under Ind. Code § 35-46-3-12.

(C) A person who violates this section commits a Class A ordinance violation.

#### **440-20. Animal Management Fund**

All fines, fees and penalties collected pursuant to this Chapter shall be deposited into a dedicated, non-reverting fund to be known as the Animal Management Fund. Monies in the Fund may be spent only after an appropriation approved by the Monroe County Council. This Fund shall continue until such time as it is rescinded by action of the Board of Commissioners, in which event, any monies left in the fund will revert to the Monroe County General Fund.

#### **440-21. Giving Animals as Prizes**

(A) No person shall give away any live animal, fish, reptile or bird as a prize for, or as an inducement to enter into any contract, game or other competition or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement in which the offer was for the purpose of attracting trade.

(B) No person shall auction any live animal except as described in subsection (C).

(C) This provision shall not apply to the giving of or auctioning of domestic livestock or horses as prizes or otherwise.

(D) Any person who violates this section commits a Class D ordinance violation. Each act of giving an animal as a prize, as defined in this section, constitutes a separate violation.

#### **440-22. Habitual Offender.**

(A) An Animal Management Officer may ask the Animal Management Commission to declare an owner a habitual offender in two instances:

(1) If the owner is found to have violated any provision(s) of this Chapter on at least three (3) separate occasions within the same twenty-four (24) month period of time; or

(2) If the owner of an animal which has been declared potentially dangerous, dangerous, or vicious fails to comply with the terms and conditions required by this Chapter and the Animal Management Commission for maintaining such an animal.

(B) The Animal Management Commission shall schedule a hearing on the Animal Management Officer's request. The hearing shall not occur unless the permit holder has been given at least fourteen (14) days advance notice of the hearing.

(C) The owner shall be entitled to appear at the hearing, with or without legal counsel, and shall be permitted to testify, present evidence, and present a defense.

(D) The Animal Management Commission shall consider all evidence and upon conclusion of hearing said evidence, the Commission shall either declare the owner a habitual offender or not make any such declaration.

(E) A letter setting forth the determination of the Commission shall be given to the owner, or ~~his or her~~ the owner's legal counsel, by certified mail, return receipt requested, addressed to the owner's address, or ~~his or her~~ the owner's legal counsel's address. Immediately upon the mailing of the letter setting forth the Commission's determination, the owner shall be declared to be a habitual offender. Concurrently, the ~~Director~~ Animal Control Officer shall notify the owner of the declaration in person or by phone.

(F) In declaring an owner to be a habitual offender, the Animal Control Commission has the authority to take any or all of the following actions and issue the following orders:

(1) Fine the owner in accordance twice the amount of the applicable penalty for a Class D ordinance violation.

(23) Require the owner to take steps to rectify whatever problem(s) has caused his or her declaration of habitual offender. Examples may include building a fence if the animal is constantly at-large or buying and using a bark collar if the animal is constantly a public nuisance.

(23) Void the owner's ownership of the relevant animal(s) and allow the ~~City's Animal Care and Control Department~~ Municipal Animal Shelter to take possession and ownership of said animal(s), knowing the Department may euthanize or adopt the animal(s) as appropriate.

(4) Prohibit the owner from acquiring any new animals for a period of time, said time period not to exceed (3) years.

(5) Require the owner to attend a "responsible pet owner course" approved by the Commission.

(G) Owners who have been declared Habitual Offenders may submit a request for reconsideration upon the expiration of one (1) year from the date of designation, provided no further violations of this Chapter have occurred.

(H) The failure of an owner who has been declared a Habitual Offender to comply with an order of the Animal Control Commission may result in the owner's ownership of the relevant animal being voided. If ownership is voided, the Municipal Animal Shelter shall take possession and ownership of the animal, and take such further action as directed by the Animal Control Commission.

#### **440-23. Appeals.**

(A) Any person directly affected by a decision of any Animal Management Officer, or by a notice issued under this Chapter, shall have the right to appeal to the Animal Management Commission.

(1) All appeals shall be filed in writing.

(2) All appeals shall be delivered to the Monroe County Legal Department.

(3) All appeals shall be filed within ten (10) calendar days of the decision or notice being rendered.

(B) Appeals of any decision rendered by the Animal Management Commission may be appealed to the Monroe County Circuit Court, provided said appeal is filed with the Circuit Court within ten (10) days of receipt of the Commission's written decision, order or findings.

[end of chapter]



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

The Thomson Property is subject to an easement with Duke Energy for their power distribution network. The City of Bloomington is working with Duke and the County to utilize the area that is part of that easement for a multi-use trail. The terms and conditions of this transfer will also need to be approved by the County Council.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

## **CITY OF BLOOMINGTON PERPETUAL PEDESTRIAN EASEMENT**

THIS INDENTURE WITNESSETH, that the BOARD OF COMMISSIONERS OF MONROE COUNTY, hereinafter called GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the CITY OF BLOOMINGTON, hereinafter called GRANTEE, a perpetual pedestrian easement and right of way across GRANTOR'S property located at S Rockport Rd, Bloomington, IN 47401, parcel number 53-08-08-200-001.000-009 and described in a deed, recorded as Instrument Number 2002030818 in the Office of the Recorder of Monroe County, Indiana, to maintain a pathway for pedestrian use by the public. The Easement granted herein is described as follows:

A pedestrian pathway along the south property line of the parcel as described and depicted in Exhibit "A." Exhibit A is attached hereto and incorporated herein. The pathway is subject to all existing easements and rights of way of record.

The GRANTOR states that it is the sole owner of the above described property. GRANTOR acknowledges that it shall not place any obstruction within the pedestrian easement. GRANTOR intends the easement to run with the land. The easement shall grant the general public the right to access the easement for the purpose of walking, running, bicycling, skating, or utilizing certain classes of non-motorized vehicles.

The easement shall constitute a Right of Way and is granted for the purpose of permitting GRANTEE and its contractors the right to enter upon said real estate covered by this easement to maintain this easement. GRANTEE is granted the right to maintain, repair, and replace the sidewalk as GRANTEE deems necessary.

The undersigned person executing this Grant on behalf of GRANTOR represents and certifies that he has been fully empowered to execute and deliver this Grant; that GRANTOR has full corporate capacity to convey the interest in the real estate described herein; and that all necessary corporate action for the making of this conveyance has been taken and done.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Board of Commissioners of Monroe County**

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Date

**ACCEPTANCE BY PARKS BOARD**

The City of Bloomington Board of Park Commissioners accepts the above and foregoing grant of perpetual pedestrian easement and right of way by the Board of Commissioners of Monroe County, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**City of Bloomington Board of Park Commissioners**

By: \_\_\_\_\_  
Kathleen Mills, President

By: \_\_\_\_\_  
Ellen Rodkey

By: \_\_\_\_\_  
Israel Herrera

By: \_\_\_\_\_  
Jim Whitlatch

STATE OF INDIANA       )  
  ) SS:  
COUNTY OF MONROE    )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Lee Jones, Julie Thomas, and Penny Githens, who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA        )  
                                      ) SS:  
COUNTY OF MONROE     )

Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at which time Kathleen Mills, Israel Herrera, Jim Witlatch, and Ellen Rodkey, as Officers of the City of Bloomington Board of Park Commissioners, personally appeared and acknowledged the execution of the above and foregoing instrument for the purposes therein stated.

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name





## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

Amend Ordinance 86-06 to add the following stop location: Wayport Road for Ellis Road

Amend Ordinance 86-09 to delete the following 45 mph location: Monroe Dam Road (SR 37 to 1/2 mile east of Depot Hill Road)

Amend Ordinance 86-09 to delete the following 35 mph location: Monroe Dam Road (1/2 mile east of Depot Hill Road to Valley Mission Road)

Amend Ordinance 86-09 to add the following 35 mph location: Monroe Dam Road

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

## SECTION I

An ordinance to amend Ordinance 86-06 regarding regulatory stop conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-06 is amended by the **addition** of the following **stop** location:

- **Wayport Road for Ellis Road**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

## SECTION II

An ordinance to amend Ordinance 86-09 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **45 mph** locations:

- **Monroe Dam Road (SR 37 to ½ mile east of Depot Hill Road)**

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **35 mph** locations:

- **Monroe Dam Road (½ mile east of Depot Hill Road to Valley Mission Road)**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **35 mph** locations:

- **Monroe Dam Road**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

Passed and adopted by the Board of Commissioners of Monroe County, on this 17<sup>th</sup> day of May 2023.

## BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

\_\_\_\_\_  
PENNY GITHENS  
PRESIDENT

\_\_\_\_\_  
PENNY GITHENS  
PRESIDENT

\_\_\_\_\_  
JULIE THOMAS  
VICE PRESIDENT

\_\_\_\_\_  
JULIE THOMAS  
VICE PRESIDENT

\_\_\_\_\_  
LEE JONES

\_\_\_\_\_  
LEE JONES

ATTEST:

\_\_\_\_\_  
CATHERINE SMITH  
MONROE COUNTY AUDITOR

## CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

I hereby certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) and the Hoosier Times (Bedford) on \_\_\_\_\_ and \_\_\_\_\_. Thus, the effective date of the ordinance is \_\_\_\_\_, Catherine Smith, Monroe County Auditor.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Bids were advertised for the paving of various Monroe County roadways. Sealed bids were opened publicly on May 4, 2023 at 10:00 am by highway representatives. Two bids were received, E&B Paving and Milestone Contractors. The lowest, most responsive and most responsible bidder was E&B Paving, LLC. We would like to accept and award the project to E&B. The roadways were awarded in the last call of CCMG awards and 50% or \$894,610.00 will be paid from those funds.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway (MVH)"/>	<input type="text" value="1176"/>	<input type="text" value="\$1,789,220.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CCMG

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Des #2300448

Request completed by:

Lisa Ridge

*This document is to be submitted no later than the Friday at noon prior to the requested meeting date.*

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: [afreeman@co.monroe.in.us](mailto:afreeman@co.monroe.in.us) AND to the Commissioner's Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**MONROE COUNTY HIGHWAY DEPARTMENT**  
**Monroe County, Indiana**

**BIDS RECEIVED: May 4, 2023 at 9:00 AM**

<b>NAME AND ADDRESS OF CONTRACTOR</b>	<b>E&amp;B Paving</b>	<b>Milestone</b>	
Paving Projects	\$1,789,220.00	\$1,804,049.12	
Bid Bond	x	x	
Form 96	x	x	
Non-Collusion Affidavit	x	x	
Non-Discrimination Affidavit	x	x	

Page 96 of 116

Delap Rd.		Union Valley Rd. to Mt. Tabor Rd.	7930'	20'
Gardner Rd.		ECM to Garrison Chapel Road	12800'	19.5'
Tunnel Road		SR 45 to ECM	15866'	20'
Wampler Road		Liberty Hollow Rd. to ECM	9200'	19'
Burma Road		Buskirk Road to Wampler Road.	10545'	17'
Smithville Road		SR 37 to Fairfax Rd.	9500'	24'
Rhorer Road		580 Rhorer Rd. to Moores Creek	9979'	22'
Kerr Creek		Gettys Creek to SR 46	15523'	16.5'



## CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

### PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 05/04/2023

1. Governmental Unit (Owner): Board of Commissioners of Monroe County Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2023 Road Resurfacing Specifications

(Governmental Unit) in accordance with plans and specifications prepared by Board of Commissioners of Monroe County Indiana

\_\_\_\_\_ and dated 05/04/23 for the sum of

One million seven hundred eighty nine thousand two hundred twenty dollars and no cents \$ 1,789,220.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 05/04/2023

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface



3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

#### SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 04 day of May, 2023

E & B Paving, LLC

(Name of Organization)

By

Garrett Gough, Division Manager

(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF INDIANA )  
COUNTY OF MONROE ) ss

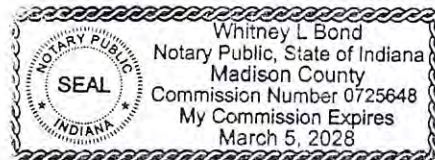
Before me, a Notary Public, personally appeared the above-named Garrett Gough and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 04 day of May, 2023.

Whitney L Bond  
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



**BID OF**

E & B Paving, LLC

*(Contractor)*

2520 W Industrial Park Drive

*(Address)*

Bloomington, IN 47404

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

Board of Commissioners of Monroe County Indiana

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Filed 05/04

2023

Action taken \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## E&amp;B PAVING BID PROPOSAL

Bid item	Description	Quantity	Units	Unit Price	Bid Total
1	MOBILIZATION/DEMObILIZATION- SMITHVILLE	1.000	LS	3,500.00	3,500.00
2	MAINTENANCE OF TRAFFIC- SMITHVILLE	1.000	LS	4,500.00	4,500.00
3	MILLING ASPHALT VARIABLE DPTH 0-2" - SMITHVILLE	196.000	SYD	10.00	1,960.00
4	TACK COAT- SMITHVILLE	5.400	TON	600.00	3,240.00
5	HMA SURFACE 12.5MM TYPE B- SMITHVILLE	2,904.000	TON	71.50	207,636.00
6	HYDRO-SEEDING-SMITHVILLE	5,690.000	SYD	0.55	3,129.50
7	YELLOW 4" PAINT PAVEMENT MARKING- SMITHVILLE	18,861.000	LFT	0.17	3,206.37
	<b>SMITHVILLE ROAD</b>				<b>\$227,171.87</b>
8	MOBILIZATION/DEMObILIZATION- GARDNER	1.000	LS	4,000.00	4,000.00
9	MAINTENANCE OF TRAFFIC- GARDNER	1.000	LS	3,000.00	3,000.00
10	MILLING ASPHALT VARIABLE DPTH 0-2"- GARDNER	55.000	SYD	10.00	550.00
11	MILLING ASPHALT (BRIDGE DECK/APPR) 2"- GARDNER	194.000	SYD	20.00	3,880.00
12	TACK COAT- GARDNER	7.200	TON	600.00	4,320.00
14	HMA SURFACE 12.5MM TYPE B- GARDNER	3,250.000	TON	67.75	220,187.50
15	HYDRO-SEEDING- GARDNER	5,205.000	SYD	0.55	2,862.75
16	YELLOW 4" PAINT PAVEMENT MARKING- GARDNER	25,175.000	LFT	0.17	4,279.75
	<b>GARDNER ROAD</b>				<b>\$243,080.00</b>
17	MOBILIZATION/DEMObILIZATION- TUNNEL	1.000	LS	4,000.00	4,000.00
18	MAINTENANCE OF TRAFFIC- TUNNEL	1.000	LS	5,700.00	5,700.00
19	MILLING ASPHALT VARIABLE DPTH 0-2" - TUNNEL	180.000	SYD	10.00	1,800.00
20	TACK COAT- TUNNEL	9.100	TON	600.00	5,460.00
22	HMA SURFACE 12.5MM TYPE B- TUNNEL	4,185.000	TON	72.00	301,320.00
23	HYDRO-SEEDING- TUNNEL	8,635.000	SYD	0.55	4,749.25
24	YELLOW 4" PAINT PAVEMENT MARKING- TUNNEL	31,828.000	LFT	0.17	5,410.76
	<b>TUNNEL ROAD</b>				<b>\$328,440.01</b>
25	MOBILIZATION/DEMObILIZATION- WAMPLER	1.000	LS	3,000.00	3,000.00
26	MAINTENANCE OF TRAFFIC- WAMPLER	1.000	LS	2,200.00	2,200.00
27	MILLING ASPHALT VARIABLE DPTH 0-2" - WAMPLER	40.000	SYD	10.00	400.00
28	TACK COAT- WAMPLER	5.100	TON	600.00	3,060.00
29	HMA SURFACE 12.5MM TYPE B- WAMPLER	2,262.000	TON	72.25	163,429.50
31	HYDRO-SEEDING- WAMPLER	4,215.000	SYD	0.55	2,318.25
	<b>WAMPLER ROAD</b>				<b>\$174,407.75</b>
32	MOBILIZATION/DEMObILIZATION- BURMA	1.000	LS	3,000.00	3,000.00
33	MAINTENANCE OF TRAFFIC- BURMA	1.000	LS	2,200.00	2,200.00



## E&amp;B PAVING BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
34	MILLING ASPHALT VARIABLE DPTH 0-2" - BURMA	155.000	SYD	10.00	1,550.00
35	TACK COAT- BURMA	5.900	TON	600.00	3,540.00
37	HMA SURFACE 12.5MM TYPE B- BURMA	2,362.000	TON	72.25	170,654.50
38	HYDRO-SEEDING- BURMA	3,866.000	SYD	0.55	2,126.30
	<b>BURMA</b>				<b>\$183,070.80</b>
39	MOBILIZATION/DEMObILIZATION- DELAP	1.000	LS	3,000.00	3,000.00
40	MAINTENANCE OF TRAFFIC- DELAP	1.000	LS	3,300.00	3,300.00
41	MILLING ASPHALT VARIABLE DPTH 0-2" - DELAP	20.000	SYD	10.00	200.00
42	TACK COAT- DELAP	4.500	TON	600.00	2,700.00
44	HMA SURFACE 12.5MM TYPE B- DELAP	2,133.000	TON	70.25	149,843.25
45	HYDRO-SEEDING-DELAP	3,013.000	SYD	0.55	1,657.15
46	YELLOW 4" PAINT PAVEMENT MARKING- DELAP	15,840.000	LFT	0.17	2,692.80
	<b>DELAP</b>				<b>\$163,393.20</b>
47	MOBILIZATION/DEMObILIZATION- KERR CREEK	1.000	LS	3,596.70	3,596.70
48	MAINTENANCE OF TRAFFIC- KERR CREEK	1.000	LS	3,500.00	3,500.00
49	MILLING ASPHALT VARIABLE DPTH 0-2" - KERR CREEK	25.000	SYD	10.00	250.00
50	MILLING ASPHALT (BRIDGE DECK/APPR) 2" - KERR CREEK	200.000	SYD	20.00	4,000.00
51	TACK COAT- KERR CREEK	8.900	TON	600.00	5,340.00
53	HMA SURFACE 12.5MM TYPE B- KERR CREEK	3,487.000	TON	71.75	250,192.25
54	HYDRO-SEEDING- KERR CREEK	4,646.000	SYD	0.55	2,555.30
	<b>KERR CREEK</b>				<b>\$269,434.25</b>
55	MOBILIZATION/DEMObILIZATION- RHORER WEST	1.000	LS	2,000.00	2,000.00
56	MAINTENANCE OF TRAFFIC- RHORER WEST	1.000	LS	2,500.00	2,500.00
57	MILLING ASPHALT VARIABLE DPTH 0-1.5" - RHORER WEST	150.000	SYD	10.00	1,500.00
58	TACK COAT- RHORER WEST	1.900	TON	600.00	1,140.00
59	HMA SURFACE 9.5MM TYPE B 1.5"- RHORER WEST	714.000	TON	74.00	52,836.00
60	HYDRO-SEEDING- RHORER WEST	2,904.000	SYD	0.55	1,597.20
61	YELLOW 4" PAINT PAVEMENT MARKING- RHORER WEST	6,442.000	LFT	0.17	1,095.14
62	WHITE 4" PAINT PAVEMENT MARKING- RHORER WEST	6,442.000	LFT	0.17	1,095.14
	<b>RHORER WEST</b>				<b>\$63,763.48</b>
63	MOBILIZATION/DEMObILIZATION- RHORER EAST	1.000	LS	3,000.00	3,000.00
64	MAINTENANCE OF TRAFFIC- RHORER EAST	1.000	LS	5,000.00	5,000.00
65	MILLING ASPHALT VARIABLE DPTH 0-1.5" - RHORER EAST	240.000	SYD	10.00	2,400.00
66	MILLING ASPHALT (BRIDGE DECK/APPR) 2"- RHORER EAST	333.000	SYD	20.00	6,660.00



## E&amp;B PAVING BID PROPOSAL

Bid item	Description	Quantity	Units	Unit Price	Bid Total
67	TACK COAT- RHORER EAST	3.800	TON	600.00	2,280.00
68	HMA SURFACE 9.5MM TYPE B 1.5"- RHORER EAST	1,499.000	TON	74.00	110,926.00
69	HYDRO-SEEDING- RHORER EAST	2,904.000	SYD	0.55	1,597.20
70	YELLOW 4" PAINT PAVEMENT MARKING- RHORER EAST	13,516.000	LFT	0.17	2,297.72
71	WHITE 4" PAINT PAVEMENT MARKING- RHORER EAST	13,516.000	LFT	0.17	2,297.72
	<b>RHORER EAST</b>				<b>\$136,458.64</b>
	<b>Bid Total</b>				<b>\$1,789,220.00</b>

### NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry or discriminate by reason of such factors against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

### OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at 9 AM this 4<sup>th</sup> day of May, 2023.

E & B Paving LLC  
(Name of Organization)

By Garrett Dough

Division Manager  
(Title of Person Signing)





## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

Amendment #1 is for traffic control which includes flagging personnel necessary during the final day of drilling for Geotechnical Investigation.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$1,985.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:



**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 01**

**Project Name ("Project")**

This Amendment to the Professional Services Agreement dated September 1, 2022 is by and between:

**Monroe County Board of Commissioners ("Client")**

*Monroe County Courthouse  
160 West Kirkwood Avenue  
Bloomington, IN 47404*

and

**Clark Dietz, Inc. ("Clark Dietz")**

*8900 Keystone Crossing  
Suite 475  
Indianapolis, IN 43240*

Who agree as follows:

**Whereas;** the Client and Clark Dietz did, on September 1, 2022, enter into an Agreement for providing for Preliminary Engineering services for the replacement of the Monroe County Bridge No. 79 carrying That Road over West Fork of Clear Creek, and

**Whereas,** it has been determined by the Client and Clark Dietz that additional changes in the scope and character of services in the original Agreement are desirable and necessary, and

**Whereas,** in order to provide for completion of the services as modified it is necessary to amend and supplemental the original Agreement.

**Now Therefore;** this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.


**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**



By: \_\_\_\_\_

Title: Kevin Hetrick, Vice President

Date: May 2, 2023

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Amendment Description**

Traffic Control including flagging personnel necessary during the final day of drilling for Geotechnical Investigation.

**B. Scope**

Scope of work remains as described in the original Agreement.

**C. Schedule**

No revision to schedule.

**D. Assumptions/Conditions**

This Amendment is subject to the following assumptions/conditions:  
No changes.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No change

**B. Representative**

1. No change

**C. Decisions**

1. No change

**D. Other**

1. No change

### **PART III COMPENSATION**

#### **A. Compensation**

Compensation is amended as follows:

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Amendment will be a lump sum amount of \$1,985.00. This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized from \$134,860.00 to \$136,845.00.
  - a. Design – unchanged from the original Agreement
  - b. Location Control Route Survey – unchanged from the original Agreement
  - c. Waterway Permits (401, 404) – unchanged from the original Agreement
  - d. Stormwater Permit - unchanged from the original Agreement
  - e. Utility Coordination - unchanged from the original Agreement
  - f. Geotechnical Investigation – Net Change in Compensation for this phase for Amendment #1 is \$1,985.00 and a total change for this phase to \$16,605.00
2. This section unchanged from the original Agreement.
3. This section unchanged from the original Agreement.

Except as herein modified, changed and supplemented, all terms of the original Agreement, dated September 1, 2022.

#### **B. Billing and Payment – No Change**



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

The service agreement is for routine inspections and repairs for traffic signals under Monroe County Highway's jurisdiction. This also includes Flashing Beacons and High Intensity Activated CrossWalk (HAWK) pedestrian signals for the Parks Department, which is to be on an as needed basis. Each department will be responsible for the payment of the services that are provided by Signal Construction Company.

### Fund Name(s):

### Fund Number(s):

### Amount(s)

Presenter:

### Speaker(s) for Zoom purposes:

#### Name(s)

#### Phone Number(s)

*(the speaker phone numbers will be removed from the document prior to posting)*

Attorney who reviewed:

# PROPOSAL

## SIGNAL CONSTRUCTION INCORPORATED

5639 West U.S. 40, Greenfield, IN 46140

(317)894-0120 - FAX (317)894-2121

To: MONROE COUNTY HIGHWAY DEPARTMENT

5900 W FOSTER CURRY DRIVE

BLOOMINGTON, IN 47403

Attn: LISA RIDGE

Date: 5/3/2023

Phone: 812-349-2555

Fax: 812-325-8132

Job Name: TRAFFIC SIGNAL MAINTENANCE

Location: COUNTYWIDE

We hereby submit estimate and specifications for the following:

To provide traffic signal inspections and minor maintenance on an annual basis we quote:

\$400.00 / intersection

This includes an overhead visual inspection and ground based inspection of each facility. Overhead we will inspect and identify problems with poles, spans, signal heads, cabling and other equipment that may exist. The ground based inspection includes cleaning of controller cabinets, changing of cabinet filters, verifying operation of the controller, timings, MMU, detection and peripheral equipment. Also included is visual and operational inspection of loop detector or Synsys installation. Also included is an inspection and operational check of the Opticom Emergency Preemption System. Summer months inspections are suggested.

Maintenance can be provided on an as needed basis. To provide repairs to Rectangular Rapid Flashing Beacons (RRFB) and High Intensity Activated CrossWalk (HAWK) pedestrian signals. This maintenance is charged as \$175.00/ hr for a technician with service truck. This charge is based on time out to time in from our shop in Greenfield. There is a two hour minimum.

This agreement would be effective from May 1st, 2023 for a period of one year. It is proposed that inspections occur in June or July of each year. This agreement may be renewed up to 2 times (1 year at a time) with no change in price provided both parties agree.

To re-certify MMU (Malfunction Management Units) there is a \$450.00 charge per each. This re-certification program is currently in place. MMU'S must be less than 12 years old. See attached.

We propose to furnish material and labor, complete in accordance with the above specifications for the sum of:

See above

Terms are net 30 days

*All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.*

*Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge, over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.*

*Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.*

*Charles Teschendorf*

Authorized Signature

Note: This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL -

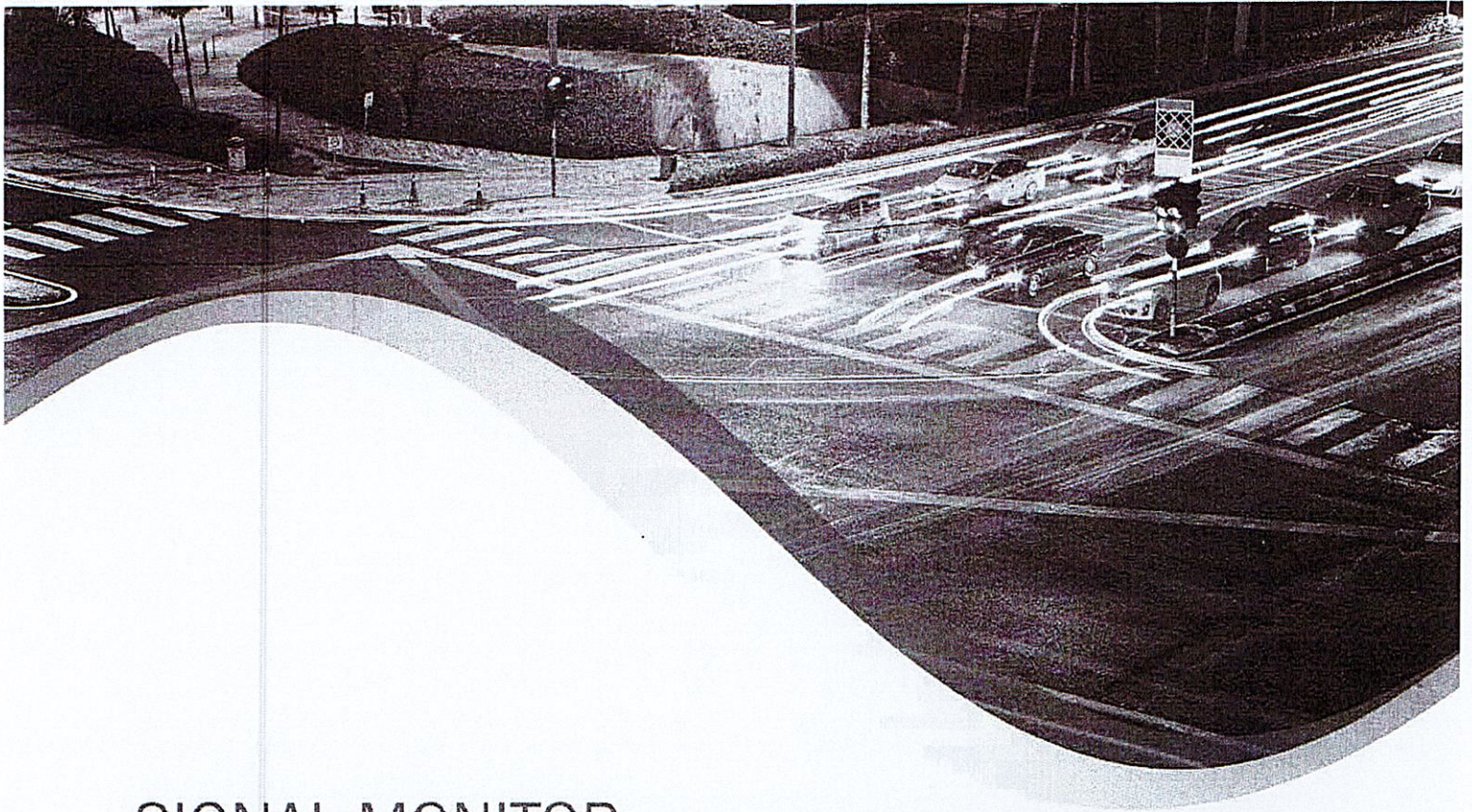
Payment will be made as outlined above.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature

Date





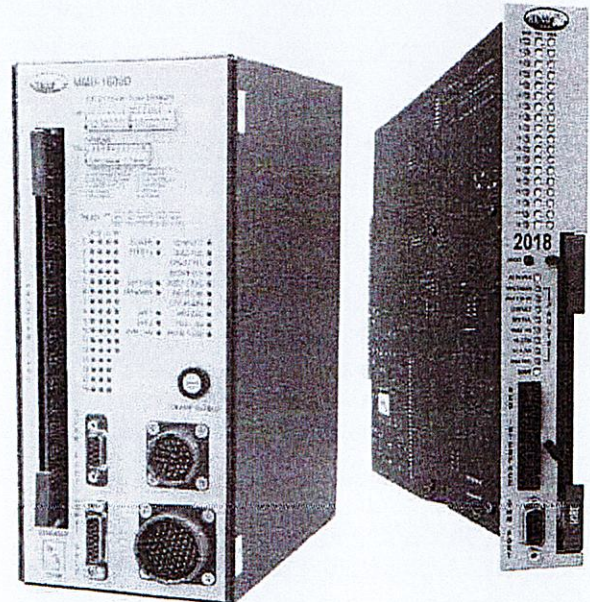
# SIGNAL MONITOR RECERTIFICATION

## WHY RECERTIFY?

*Are your Signal Monitors up to Spec?*  
Count on Reno A&E's factory service to recertify and document that your Signal Monitors are still operating correctly.

## THE RECERTIFICATION PROGRAM

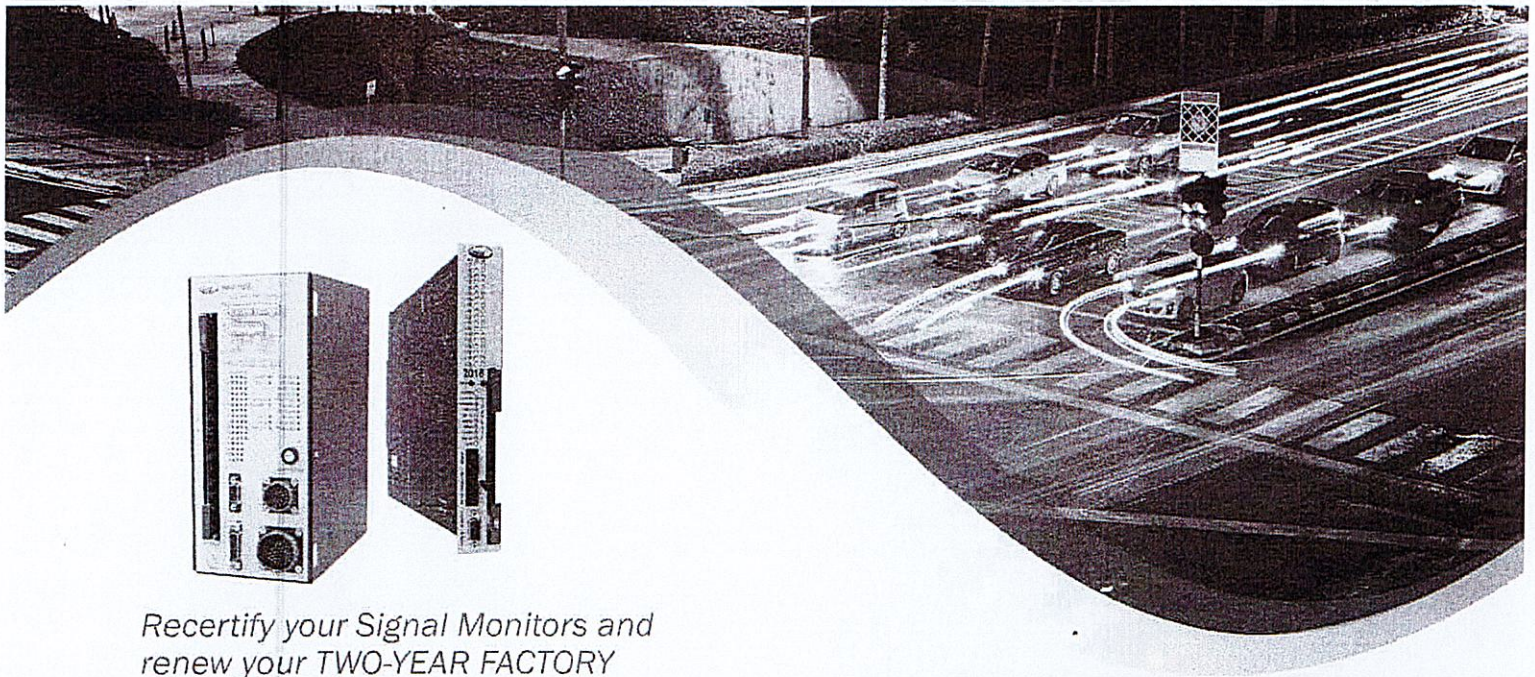
- ✓ Fast, easy, cost effective
- ✓ Updates to factory specifications and provides a final functional test report
- ✓ Two-year factory warranty at no extra cost
- ✓ Second year test and report at no extra cost



[www.RenoAE.com](http://www.RenoAE.com)


**RAE**  
 RENO A & E





*Recertify your Signal Monitors and renew your TWO-YEAR FACTORY WARRANTY at no extra charge.*

## WHY RECERTIFY?

Traffic signal cabinets continuously operate in harsh environments that subject mission critical electronics to the constant onslaught of heat, cold, moisture, insects, power surges, and other unforgiving conditions. Reno A&E Signal Monitors are designed to withstand the challenging operational environment within intersections. Performing factory recertification, on a routine basis, provides documented verification that your signal monitors meet the specified requirements.

All signal monitors returned for recertification will be subjected to rigorous factory testing in accord with our ISO 9001:2015 quality program on a quick turnaround basis, in order to get monitors back in service quickly.

To be in compliance with our user manual, recertified monitors may be returned in the second year for testing on an industry standard tester with report at no extra cost.

**We can customize a testing and recertification program designed for annual monitor testing and factory updates based upon agency requirements.**

**CONTACT YOUR LOCAL RENO A&E RESELLER OR CALL +1.775.826.2020**

[www.RenoAE.com](http://www.RenoAE.com)

Version 1.2 - 09/15/2017

## PROGRAM HIGHLIGHTS

- ✓ Reno A&E Signal Monitors less than 12 years old are eligible for recertification
- ✓ Units are returned freight pre-paid
- ✓ Guaranteed rapid turn-around

## FACTORY PROCESS

- All necessary repairs completed in a controlled environment by Reno A&E factory technicians
- All appropriate hardware and firmware upgrades installed
- Bench testing for complete functionality including test switches, LEDs and LCDs
- Reset to factory default
- Final functional test completed
- Printed test report and signed certificate of compliance returned with each unit
- A new two-year factory warranty issued
- Second year test and report included

